

EXHIBIT A

United States of America
United States Patent and Trademark Office

ROCKSTUD

Reg. No. 4,362,864

Registered July 9, 2013

Int. Cl.: 25

TRADEMARK

PRINCIPAL REGISTER

VALENTINO S.P.A. (ITALY CORPORATION)
VIA TURATI, 16/18
I-20121 MILANO
ITALY

FOR: CLOTHING, NAMELY, OVERALLS, UNDERWEAR, SWEATERS, SHIRTS, JUMPERS, SUITS, READY-MADE-CLOTHING, NAMELY, SHIRTS, PANTS, TROUSERS, OUTER CLOTHING, NAMELY, JACKETS, COATS, KNITWEAR, NAMELY, SHIRTS, PANTS, SWEATERS, COATS, SKIRTS, PETTICOATS, PULLOVERS, OVERCOATS, JACKETS, POCKET KERCHIEFS, SKI JACKETS, SKI PANTS, PARKAS, CLOTHING OF LEATHER, NAMELY, PANTS, COATS, GOWNS, SWEATERS, COATS, OVERCOATS, T-SHIRTS, BLOUSES, PANTS, DRESSING GOWNS, FORMAL DRESSES, VESTS, JERSEYS, PAJAMAS, BATHROBES, BRASSIERES, CAMISOLES, CORSELETS, SLIPS, CHILDREN'S CLOTHING, NAMELY, PANTS, SHIRTS, T-SHIRTS, OVERALLS, COATS, OVERCOATS, SKIRTS, PULLOVERS, JACKETS, PARKAS, LAYETTES, BATHING CAPS, BATHING SUITS, CLOTHING FOR GYMNASTICS, NAMELY, TRACK-SUITS, WATERPROOF CLOTHING NAMELY, RAINCOATS, MASQUERADE COSTUMES; FOOTWEAR, SLIPPERS, BATH SLIPPERS, BOOTS, SPORT BOOTS, HORSE-RIDING BOOTS, GALOSHES, SHOES, GYM-NASTIC SHOES, WATERPROOF SHOES, OVERSHOES; HEADWEAR, HATS, CAPS, CAP PEAKS; SOCKS, SOCK SUSPENDERS, STOCKINGS, GARTERS, GLOVES, MITTENS, MUFFS, SHAWLS, TIES, NECKTIES, SCARVES AND FOULARDS (CLOTHING ARTICLES), VEILS, BANDANAS, FUR STOLE, BELTS; WEDDING DRESSES, IN CLASS 25 (U.S. CLS. 22 AND 39).



THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 7-26-2012 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1130628 DATED 7-31-2012, EXPIRES 7-31-2022.

OWNER OF U.S. REG. NO. 4,033,425.

SER. NO. 79-118,493, FILED 7-31-2012.

DOUGLAS LEE, EXAMINING ATTORNEY

Lea Street Lee
Acting Director of the United States Patent and Trademark Office

EXHIBIT B



US00D818249S

(12) **United States Design Patent**
Sassi

(10) **Patent No.:** **US D818,249 S**

(45) **Date of Patent:** **** May 22, 2018**

(54) **SHOE**

(71) Applicant: **VALENTINO S.p.A.**, Milan (IT)

(72) Inventor: **Stefano Sassi**, Milan (IT)

(73) Assignee: **Valentino S.p.A.**, Milan (IT)

(**) Term: **15 Years**

(21) Appl. No.: **29/598,889**

(22) Filed: **Mar. 29, 2017**

(30) **Foreign Application Priority Data**

Sep. 30, 2016 (IT) 402016000098207

(51) **LOC (11) Cl.** **02-04**

(52) **U.S. Cl.**
USPC **D2/916**

(58) **Field of Classification Search**

USPC D2/916-91, 925, 926, 929-936, 942, 969
CPC A43B 3/12; A43B 3/122; A43B 3/10
See application file for complete search history.

(56) **References Cited**

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D690,912 S * 10/2013 Choi D2/917
D708,823 S * 7/2014 Katz D2/916
D740,000 S * 10/2015 Sassi D2/929
D792,079 S * 7/2017 Negri D2/971

* cited by examiner

Primary Examiner — Robin V Webster

Assistant Examiner — Rashida C. Walshon

(74) *Attorney, Agent, or Firm* — Thomas I Horstemeyer,
LLP

(57) **CLAIM**

The ornamental design for a shoe, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of a shoe showing my new design;

FIG. 2 is a front elevational view thereof;

FIG. 3 is a rear elevational view thereof, opposite that of FIG. 2;

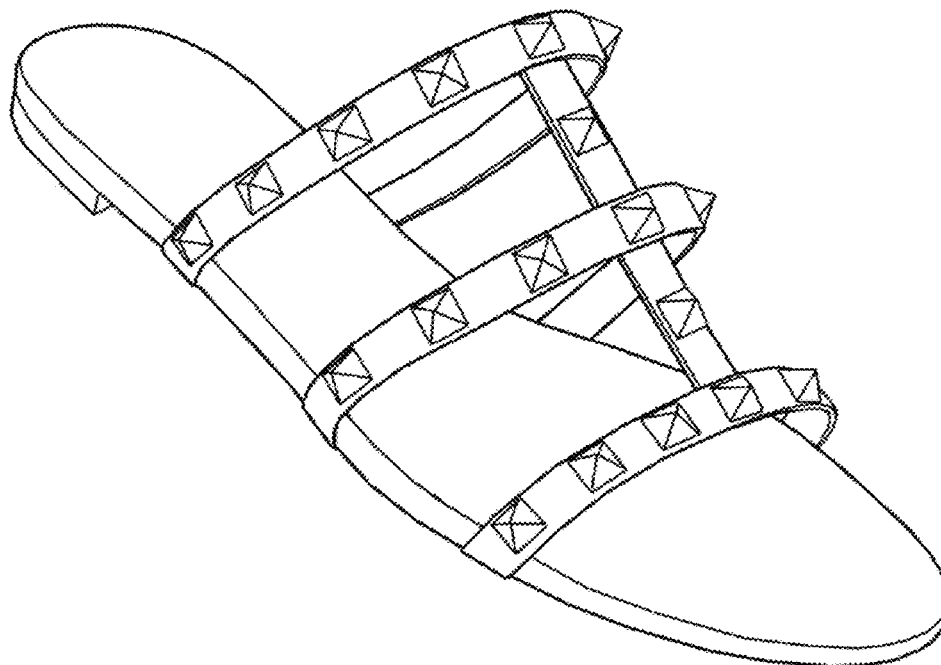
FIG. 4 is a side elevational view thereof;

FIG. 5 is a side elevational view thereof, from a side opposite that of FIG. 4;

FIG. 6 is a top view thereof; and,

FIG. 7 is a bottom view thereof, opposite that of FIG. 6.

1 Claim, 7 Drawing Sheets



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US D818,249 S

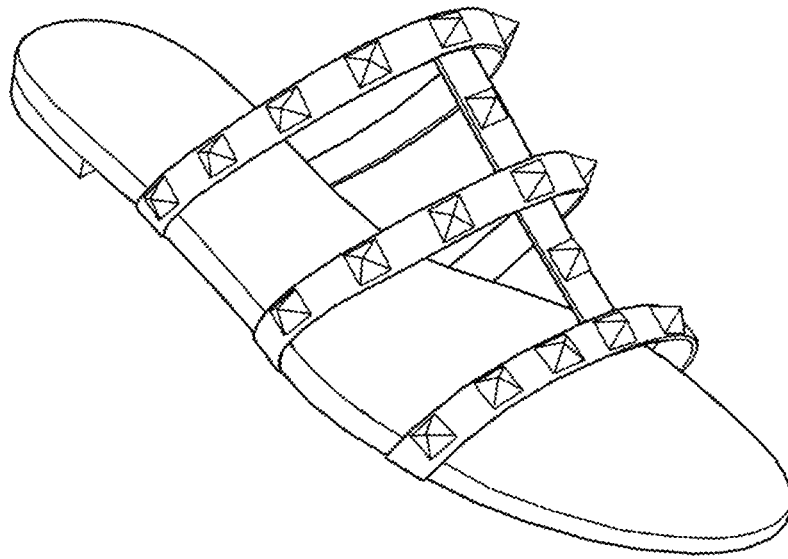


FIG. 1

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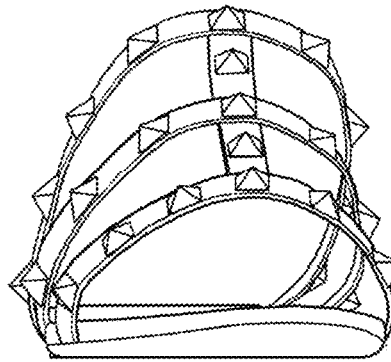


FIG. 2

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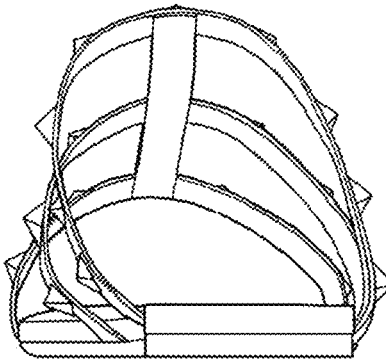


FIG. 3

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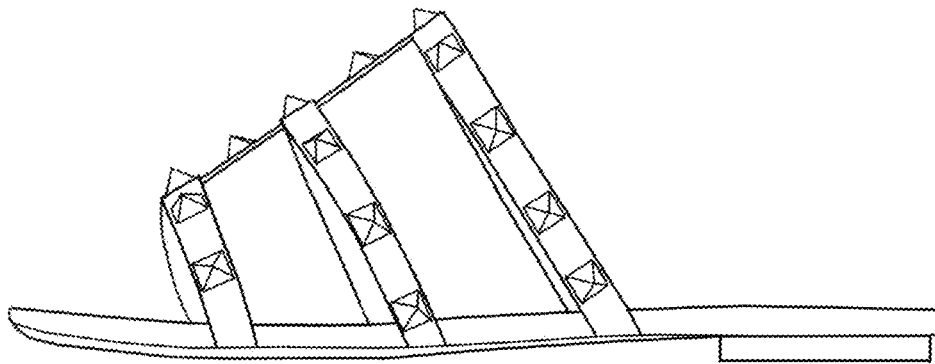


FIG. 4

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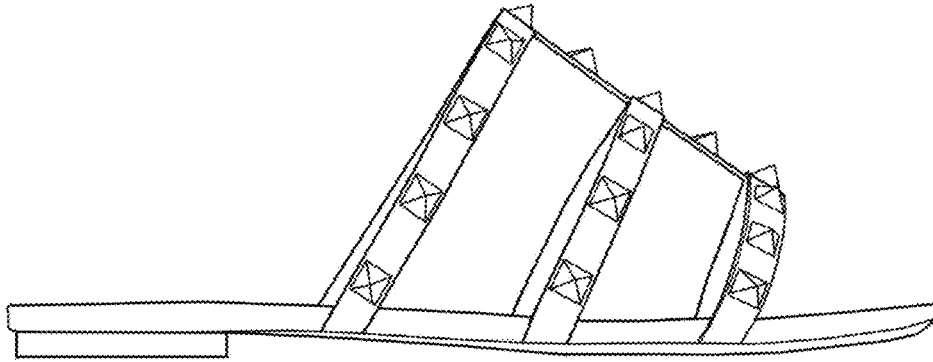


FIG. 5

U.S. Patent

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Sheet 6 of 7

US D818,249 S

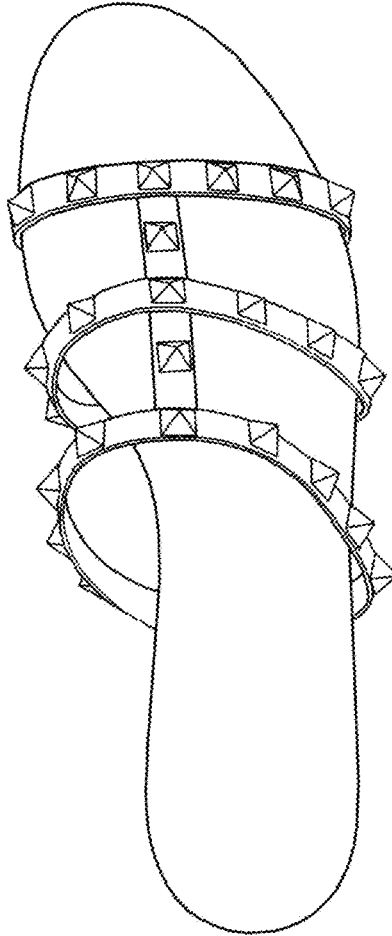


FIG. 6

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US D818,249 S

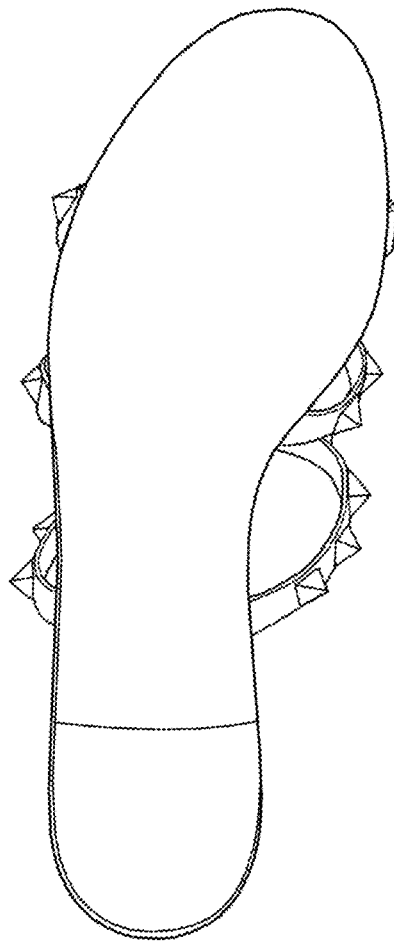


FIG. 7

EXHIBIT C

US00D817608S

(12) **United States Design Patent**
Sassi(10) **Patent No.:** **US D817,608 S**(45) **Date of Patent:** **** May 15, 2018**(54) **SHOE**(71) Applicant: **VALENTINO S.p.A.**, Milan (IT)(72) Inventor: **Stefano Sassi**, Milan (IT)(73) Assignee: **Valentino S.p.A.**, Milan (IT)(**) Term: **15 Years**(21) Appl. No.: **29/560,139**(22) Filed: **Apr. 4, 2016**(30) **Foreign Application Priority Data**

Oct. 5, 2015 (IT) 402015000058193

(51) **LOC (11) Cl.** **02-04**(52) **U.S. Cl.**
USPC **D2/917**(58) **Field of Classification Search**

USPC D2/916-945, 627-640

CPC A43B 21/00; A43B 21/02; A43B 21/06;

A43B 9/14; A43B 1/0045; A43B 1/0036;

A43B 13/10; A43B 13/12; A43B 23/06;

A43B 23/07; A43B 5/12

See application file for complete search history.

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(Continued)

Primary Examiner — Cathron C Brooks*Assistant Examiner* — Aula Soroush(74) *Attorney, Agent, or Firm* — Thomas I Horstemeyer, LLP

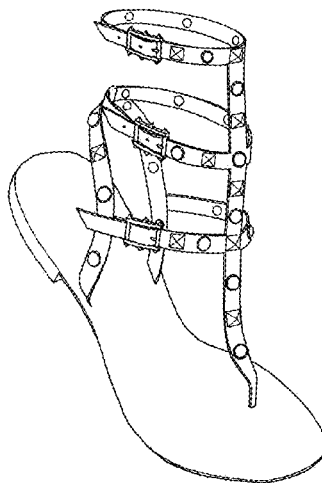
(57)

CLAIM

The ornamental design for a shoe, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of my new design;
 FIG. 2 is a front view thereof;
 FIG. 3 is a rear view thereof opposite that of FIG. 2;
 FIG. 4 is a side view thereof;
 FIG. 5 is a side view thereof, from a side opposite that of FIG. 4;
 FIG. 6 is a top view thereof; and,
 FIG. 7 is a bottom view thereof.

1 Claim, 7 Drawing Sheets

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* cited by examiner

U.S. Patent

May 15, 2018

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US D817,608 S

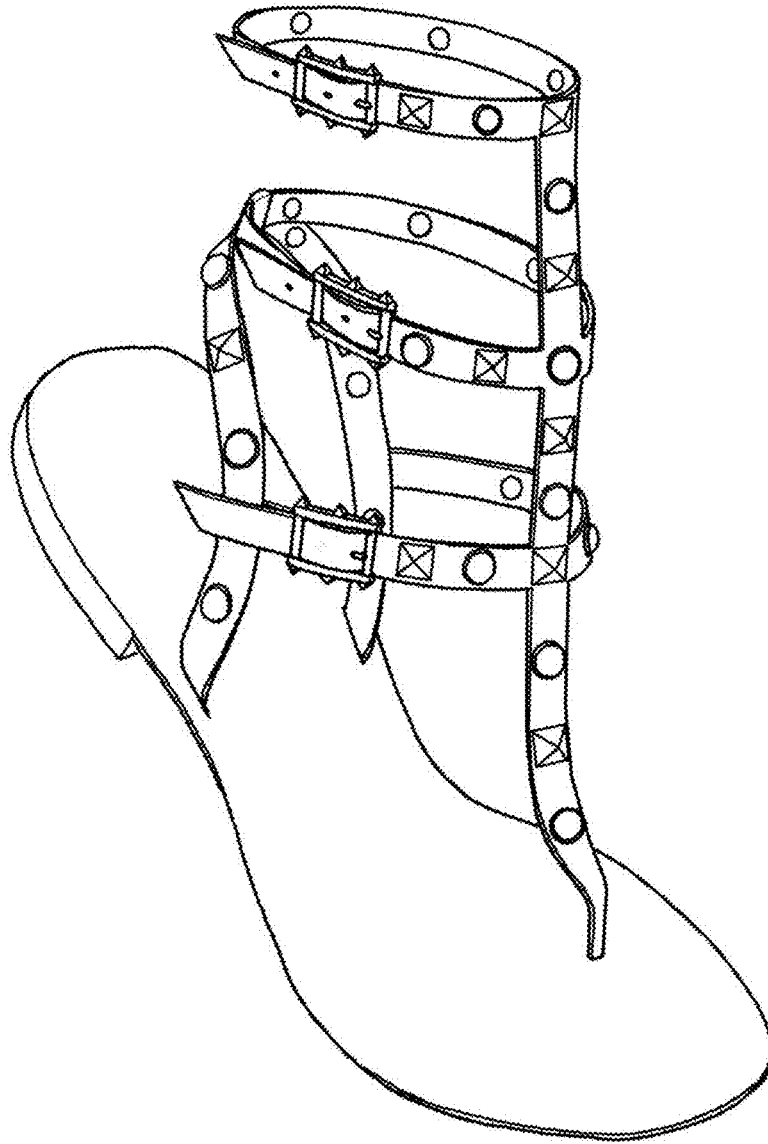


FIG. 1

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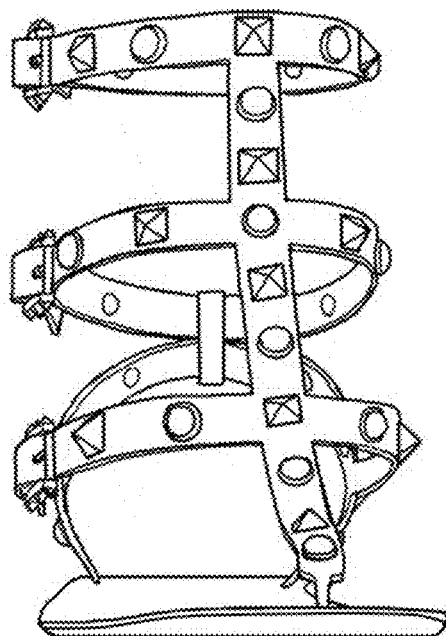


FIG. 2

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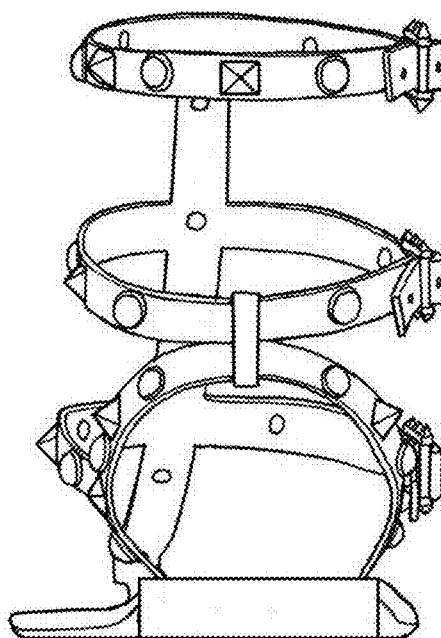


FIG. 3

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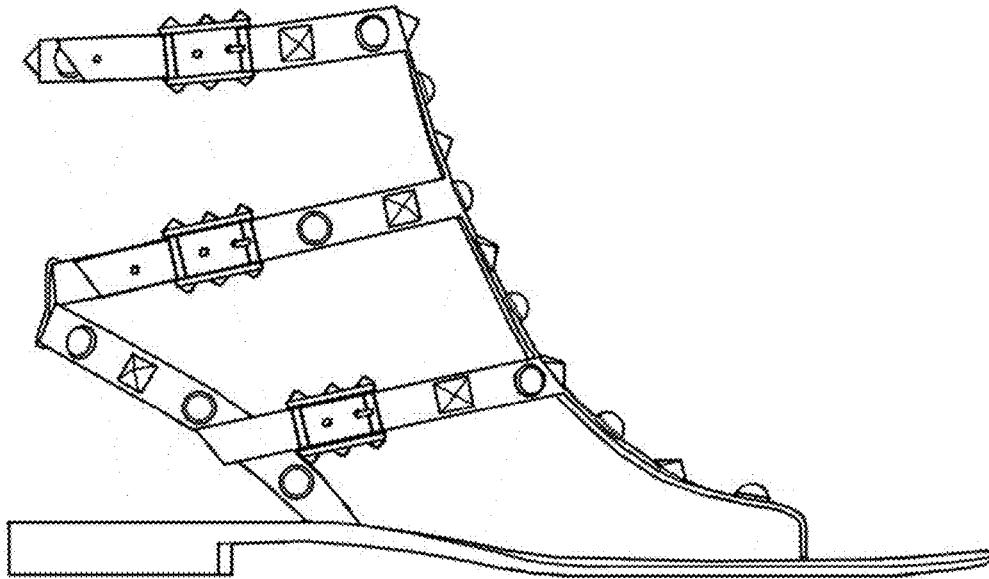


FIG. 4

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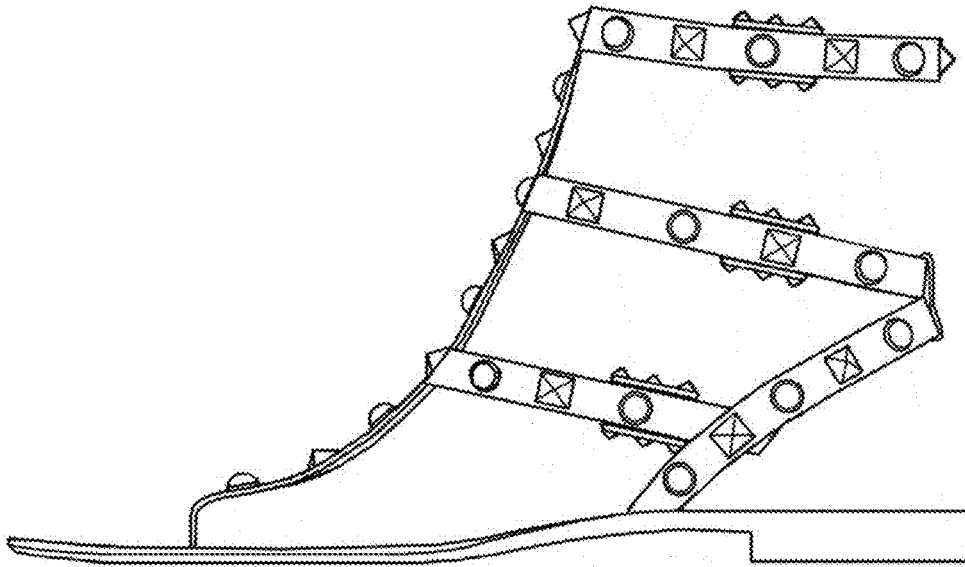


FIG. 5

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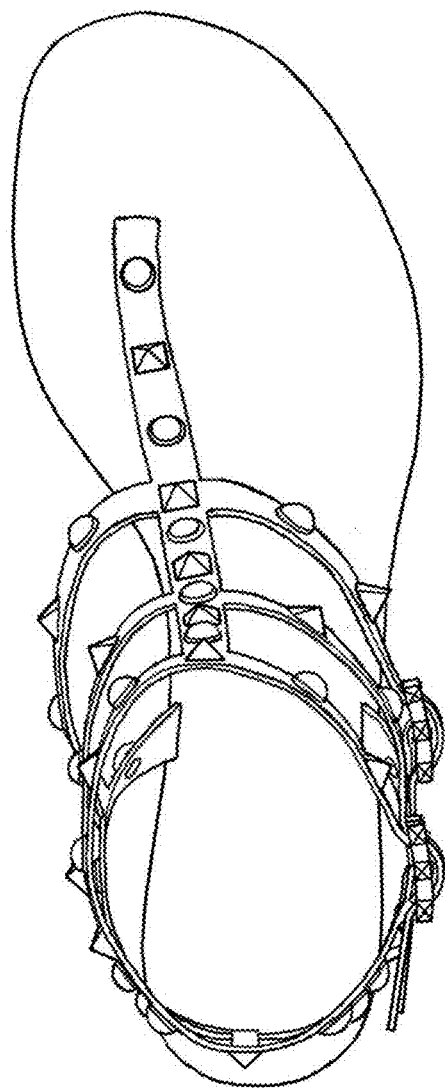


FIG. 6

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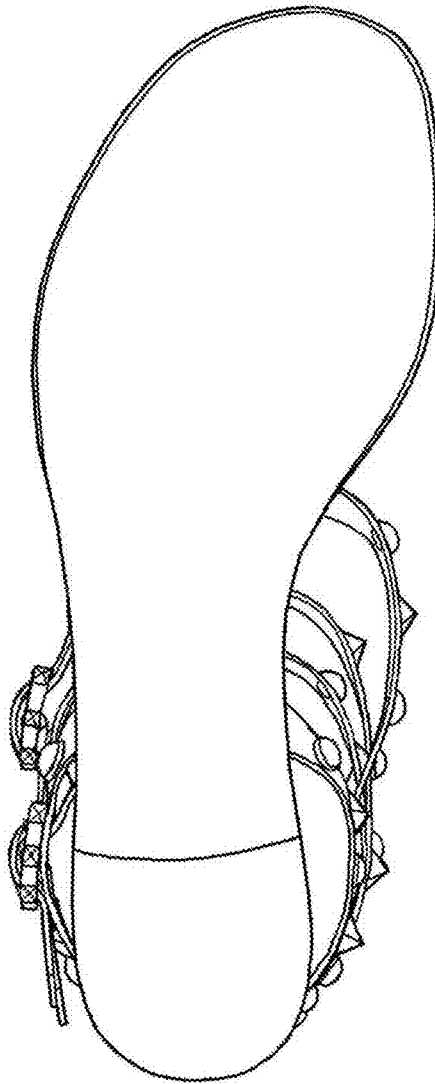


FIG. 7

EXHIBIT D



US00D779796S

(12) **United States Design Patent** (10) **Patent No.:** **US D779,796 S**
Sassi (45) **Date of Patent:** **** Feb. 28, 2017**

(54) **SHOE**
(71) Applicant: **VALENTINO S.P.A.**, Milan (IT)
(72) Inventor: **Stefano Sassi**, Milan (IT)
(**) Term: **15 Years**
(21) Appl. No.: **35/500,480**
(22) Filed: **Dec. 14, 2015**

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D100,258 S *	7/1936	Viver	36/11.5
D131,570 S *	3/1942	Vivier	D2/930
D581,651 S *	12/2008	Belley	D2/971
D738,598 S *	9/2015	Sassi	.....	D2/929
D740,000 S *	10/2015	Sassi	.....	D2/929
D764,775 S *	8/2016	Sassi	.....	D2/929
D764,776 S *	8/2016	Sassi	.....	D2/929
D764,777 S *	8/2016	Sassi	.....	D2/930
D765,954 S *	9/2016	Sassi	.....	D2/929
D765,956 S *	9/2016	Sassi	.....	D2/939
D766,557 S *	9/2016	Sassi	.....	D2/929

(80) **Hague Agreement Data**

Int. Filing Date: **Dec. 14, 2015**
Int. Reg. No.: **DM/088829**
Int. Reg. Date: **Dec. 14, 2015**
Int. Reg. Pub. Date: **Jan. 8, 2016**

* cited by examiner

Primary Examiner — Richard E Chilcot

(51) **LOC (10) Cl.** **02-04**
(52) **U.S. Cl.**
CPC **A43B 21/00** (2013.01)
USPC **D2/929; D2/930**

(58) **Field of Classification Search**

USPC D2/896, 925–942, 964, 965, 971
CPC A43B 21/00; A43B 21/02; A43B 21/06;
A43B 9/14; A43B 1/0045; A43B 13/10;
A43B 13/12; A43B 23/06; A43B 23/07;
A43B 1/0036; A43B 5/12

See application file for complete search history.

(56) **References Cited****U.S. PATENT DOCUMENTS**

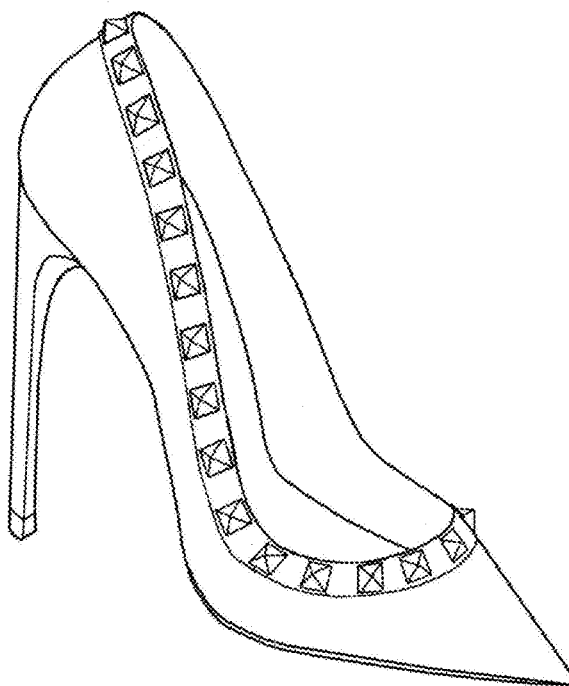
D91,531 S * 2/1934 Morali D2/930
D91,534 S * 2/1934 Morali D2/930

(57) **CLAIM**

The ornamental design for a shoe, as shown and described.

DESCRIPTION

1. Shoe
1.1 : Perspective
1.2 : Front
1.3 : Back
1.4 : Right
1.5 : Left
1.6 : Top
1.7 : Bottom

1 Claim, 7 Drawing Sheets

U.S. Patent

Feb. 28, 2017

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US D779,796 S

1.1



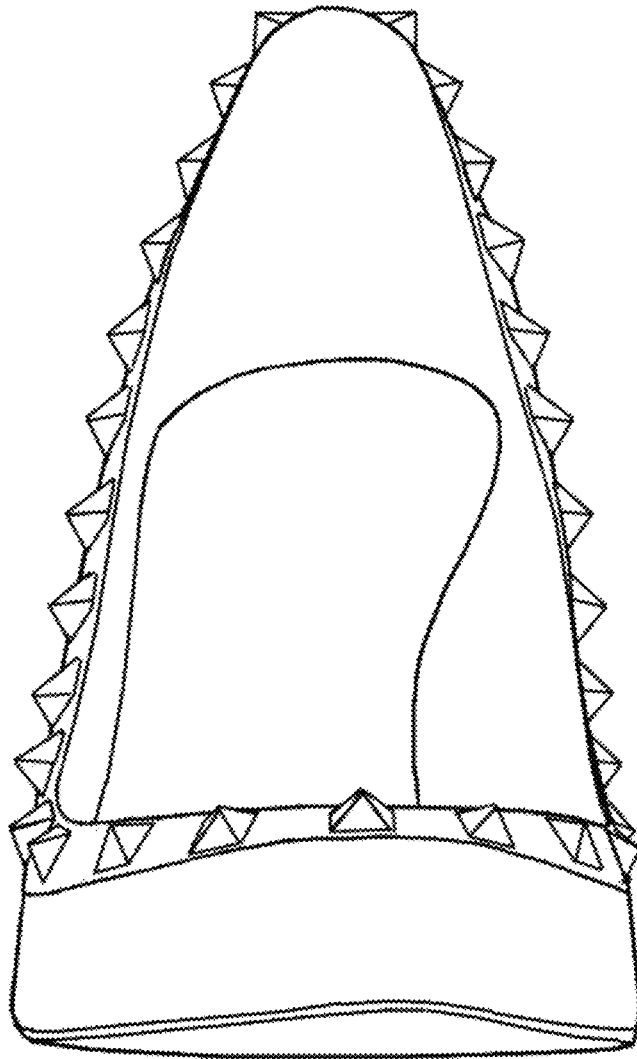
U.S. Patent

Feb. 28, 2017

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1.2



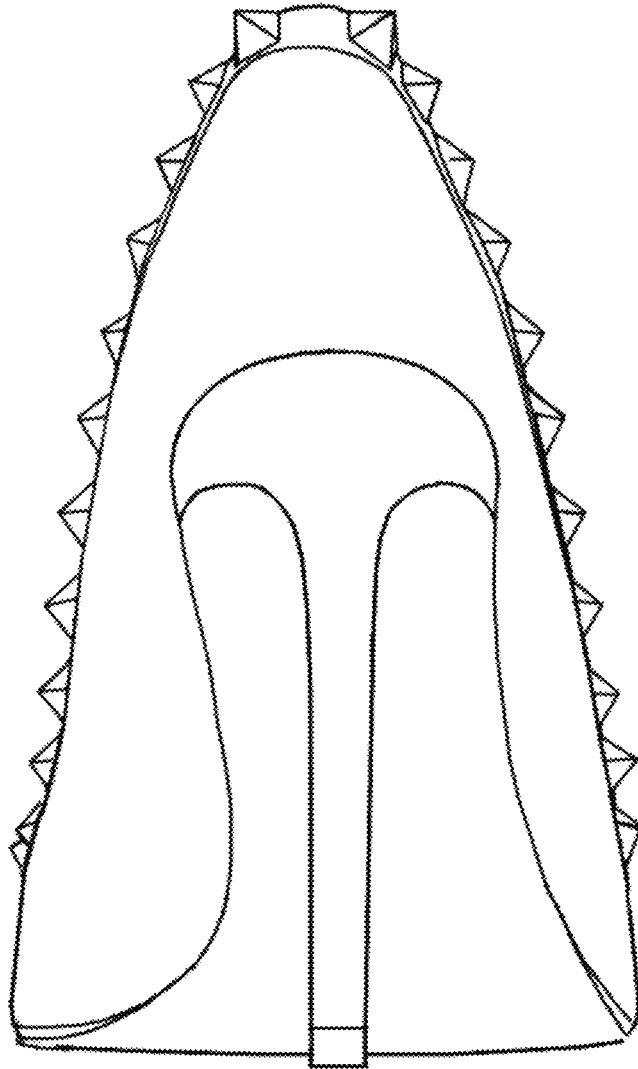
U.S. Patent

Feb. 28, 2017

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1.3



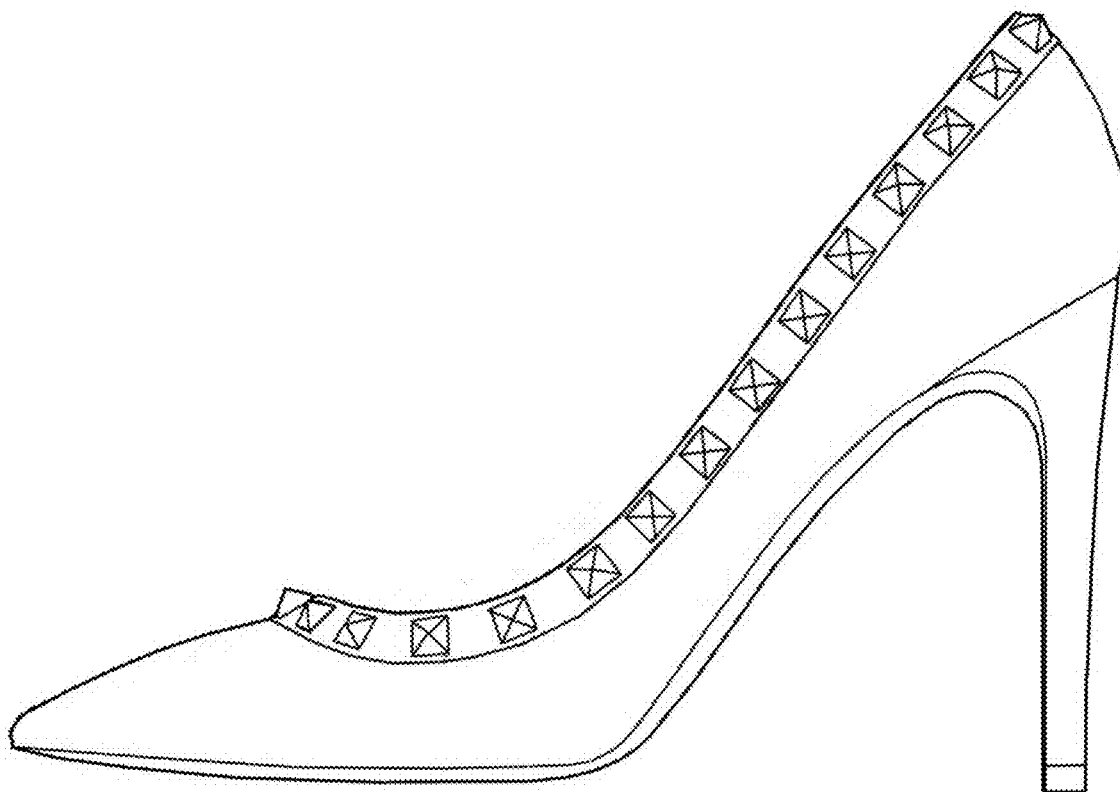
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Feb. 28, 2017

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1.4



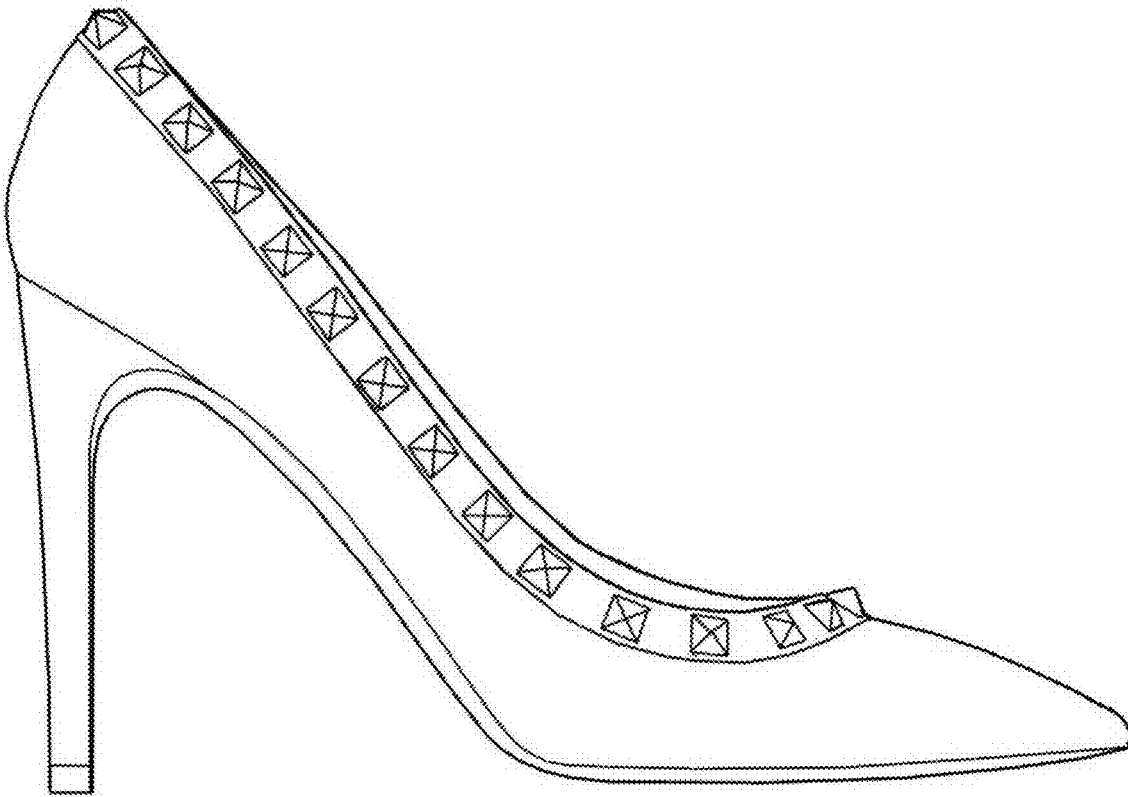
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Feb. 28, 2017

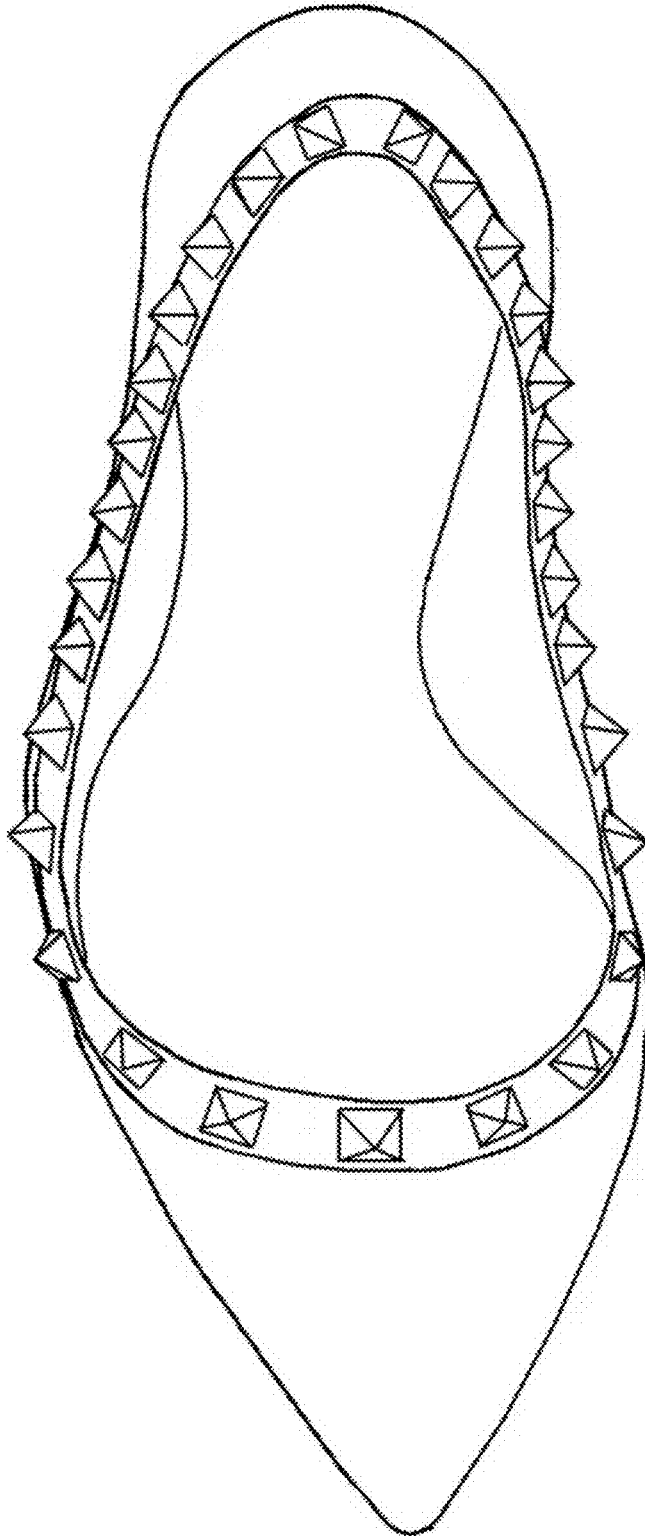
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US D779,796 S

1.5



1.6



U.S. Patent

Feb. 28, 2017

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US D779,796 S

1.7

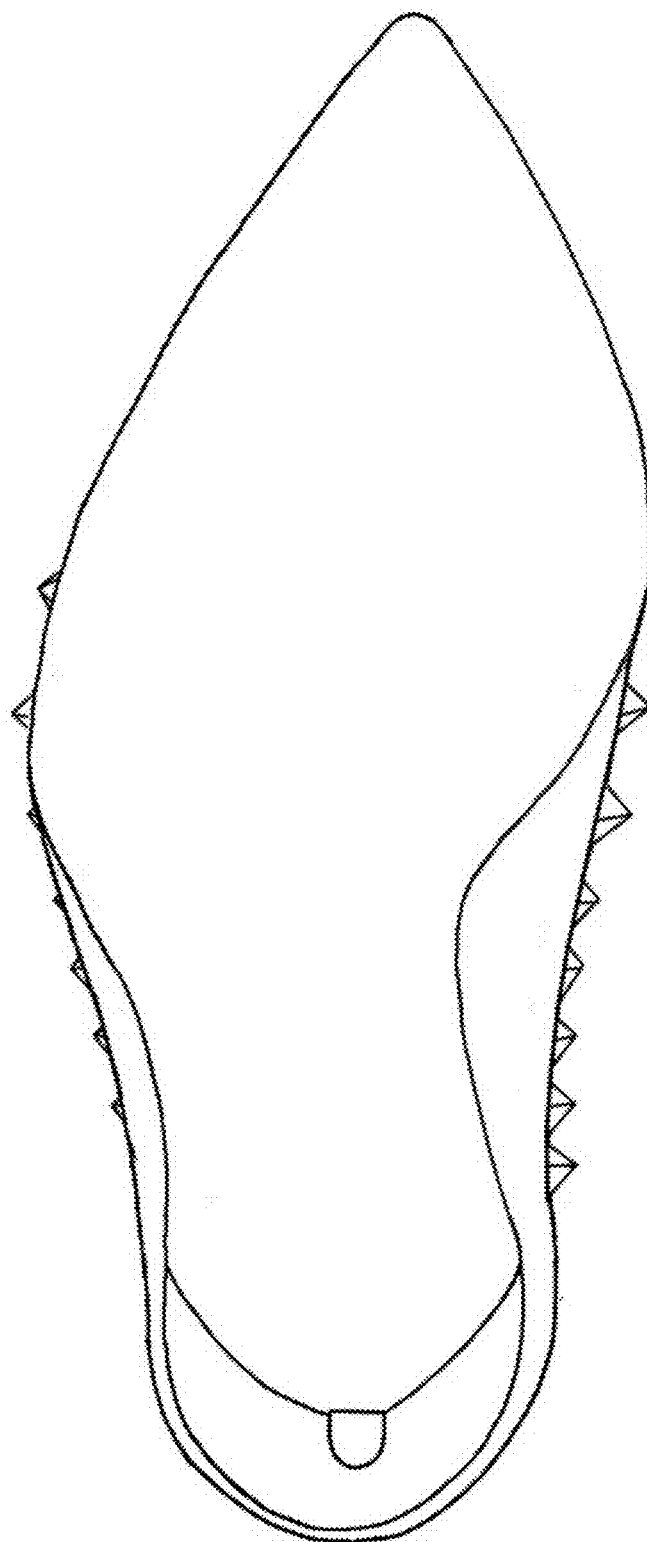


EXHIBIT E

US00D835895S

(12) United States Design Patent
Sassi**(10) Patent No.: US D835,895 S****(45) Date of Patent: ** Dec. 18, 2018****(54) SHOE****(71) Applicant: VALENTINO S.p.A., Milan (IT)****(72) Inventor: Stefano Sassi, Milan (IT)****(73) Assignee: VALENTINO S.p.A., Milan (IT)****(**) Term: 15 Years****(21) Appl. No.: 29/649,283****(22) Filed: May 29, 2018****(30) Foreign Application Priority Data**

Nov. 30, 2017 (IT) 402017000137842

(51) LOC (11) Cl. 02-04**(52) U.S. Cl. D2/932; D2/939****(58) Field of Classification Search**

USPC D2/896, 916-922, 925-942, 969, 971

CPC A43B 21/00; A43B 21/02; A43B 21/06;

A43B 9/14; A43B 1/0045; A43B 13/10;

A43B 13/12; A43B 23/06; A43B 23/07;

A43B 1/0036; A43B 7/32; A43B 5/12;

A43B 23/25; A43B 3/128; A43B 3/10;

A43B 3/122; A43B 3/24; A43B 3/12

See application file for complete search history.

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Primary Examiner — Dominic V Simone*(74) Attorney, Agent, or Firm* — Thomas I Horstemeyer,
LLP**(57) CLAIM**

The ornamental design for a shoe, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of a shoe showing my new design;

FIG. 2 is a front elevational view thereof;

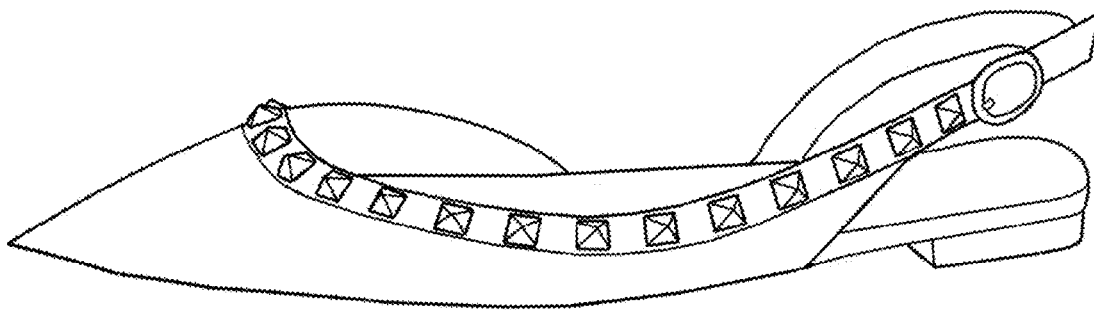
FIG. 3 is a rear elevational view thereof, opposite that of FIG. 2;

FIG. 4 is a side elevational view thereof;

FIG. 5 is a side elevational view thereof, opposite that of FIG. 4;

FIG. 6 is a top view thereof; and,

FIG. 7 is a bottom view thereof.

1 Claim, 7 Drawing Sheets

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US D835,895 S

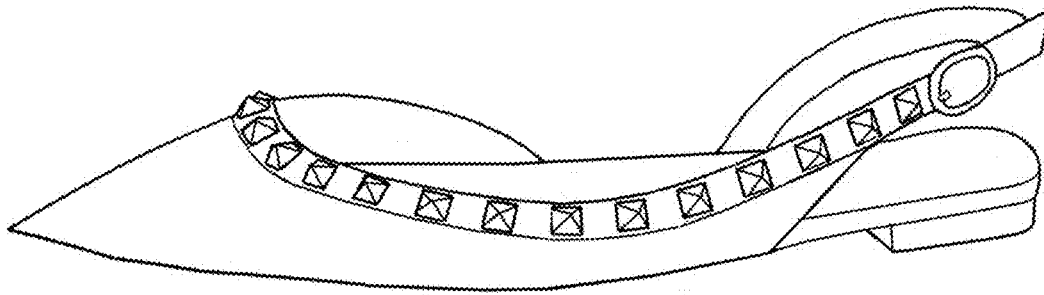


FIG. 1

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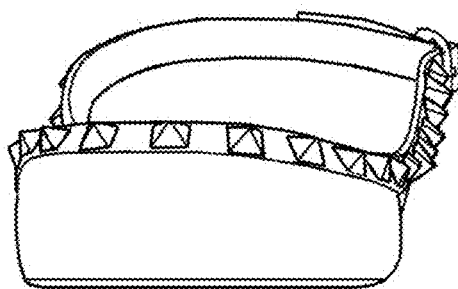


FIG. 2

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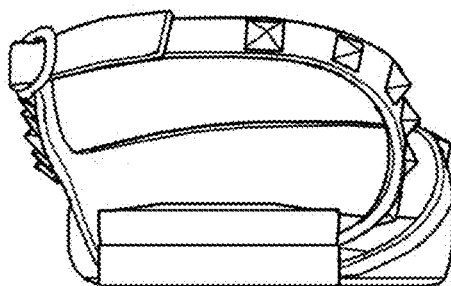


FIG. 3

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US D835,895 S

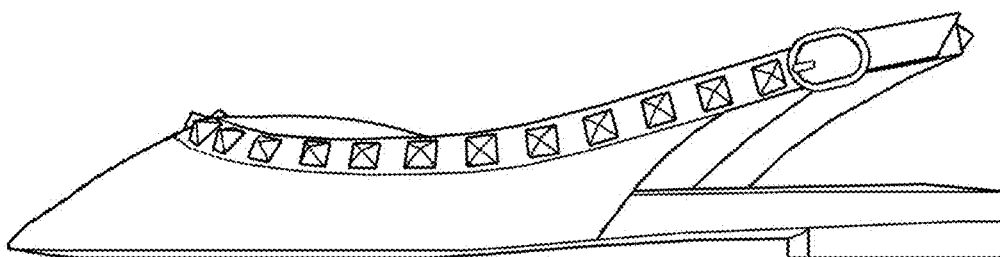


FIG. 4

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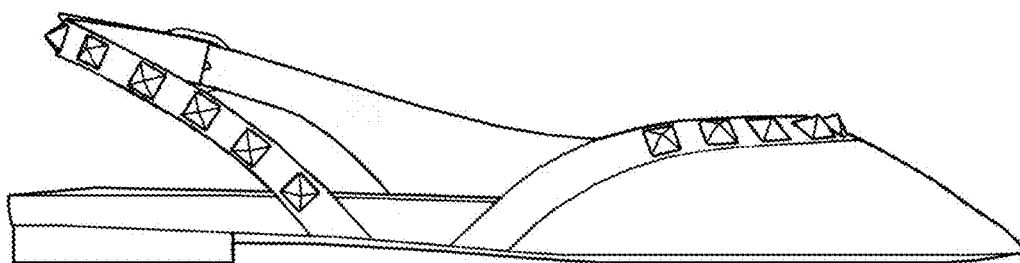


FIG. 5

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US D835,895 S

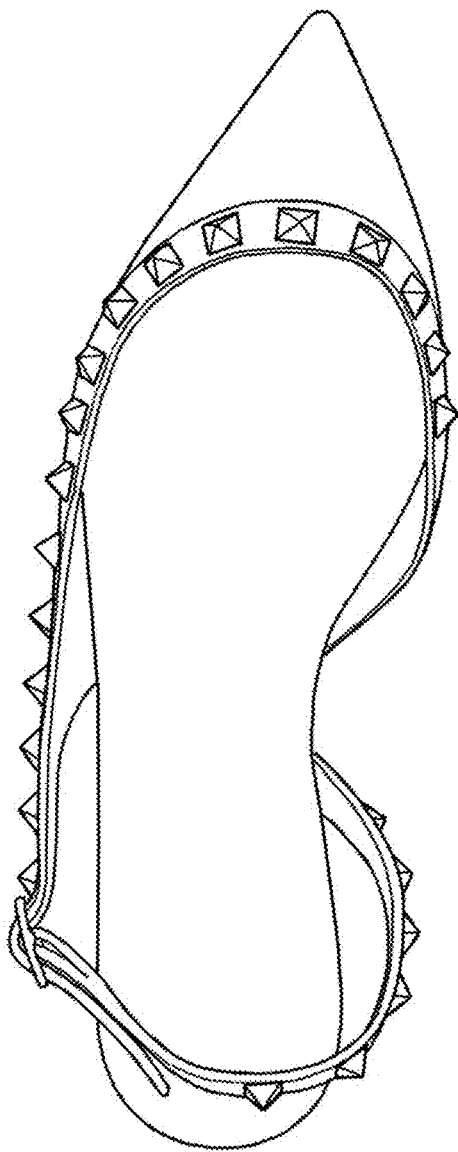


FIG. 6

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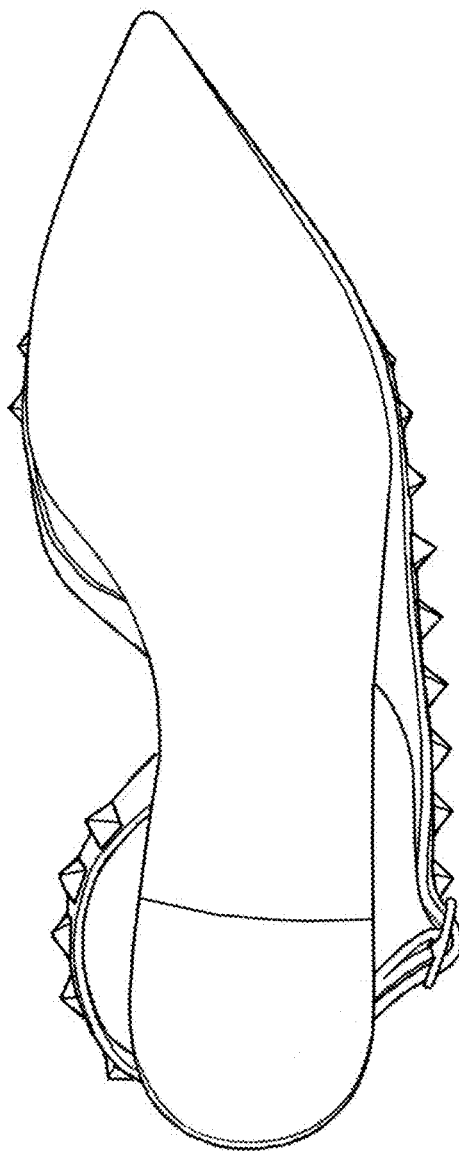


FIG. 7

EXHIBIT F

US00D812354S

(12) **United States Design Patent**
Sassi(10) **Patent No.:** **US D812,354 S**(45) **Date of Patent:** **** *Mar. 13, 2018**

(54) **SHOE** 1,977,995 A * 10/1934 Morali A43B 3/0078
12/142 R

(71) Applicant: **VALENTINO S.p.A.**, Milan (IT) D95,664 S 5/1935 Carrier
D95,690 S 5/1935 Koomruian

(72) Inventor: **Stefano Sassi**, Milan (IT) D99,016 S * 3/1936 Gleason D2/916
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(*) Notice: This patent is subject to a terminal disclaimer.

(**) Term: **15 Years** (Continued)

(21) Appl. No.: **29/560,148****OTHER PUBLICATIONS**(22) Filed: **Apr. 4, 2016**

Daily crave: Valentino Winter 2010 studded shoes, posted at heycrazy.wordpress.com, earliest date available Sep. 3, 2010, [online], acquired on Apr. 3, 2017. Available from Internet, <URL: https://heycrazy.wordpress.com/2010/09/03/daily-crave-valentino-winter-2010-studded-shoes/>.*

(30) **Foreign Application Priority Data**

Oct. 5, 2015 (IT) 402015000058193

(51) **LOC (11) Cl.** **02-04**(52) **U.S. Cl.** **D2/939**(58) **Field of Classification Search**

USPC D2/916-945, 627-640
CPC A43B 21/00; A43B 21/02; A43B 21/06;
A43B 9/14; A43B 1/0045; A43B 1/0036;
A43B 13/10; A43B 13/12; A43B 23/06;
A43B 23/07; A43B 5/12

See application file for complete search history.

(Continued)

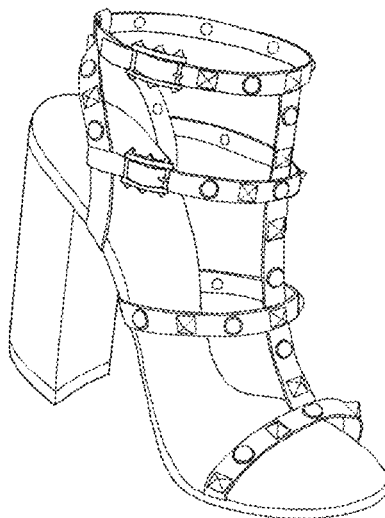
Primary Examiner — Cathron C Brooks*Assistant Examiner* — Aula Soroush(74) *Attorney, Agent, or Firm* — Thomas I Horstemeyer, LLP(57) **CLAIM**

The ornamental design for a shoe, as shown and described.

DESCRIPTION(56) **References Cited****U.S. PATENT DOCUMENTS**

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D91,534 S * 2/1934 Morali D2/930
D91,535 S * 2/1934 Morali D2/932
D93,057 S 8/1934 Troy

FIG. 1 is a perspective view of my new design;
FIG. 2 is a front view thereof;
FIG. 3 is a rear view thereof opposite that of FIG. 2;
FIG. 4 is a side view thereof;
FIG. 5 is a side view thereof, from a side opposite that of FIG. 4;
FIG. 6 is a top view thereof; and,
FIG. 7 is a bottom view thereof.

1 Claim, 7 Drawing Sheets

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(56)

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D765,954	S	*	9/2016	Sassi	D2/929
D766,557	S	*	9/2016	Sassi	D2/929
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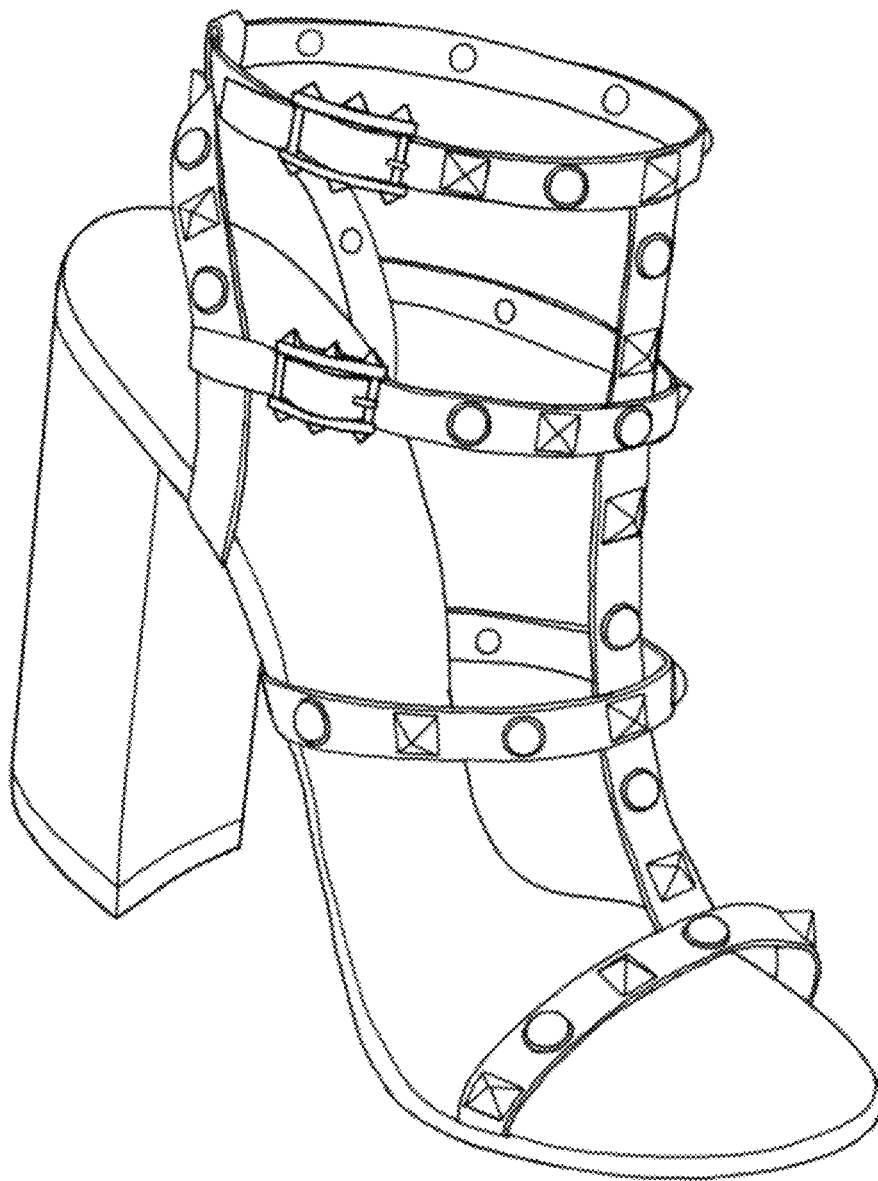


FIG. 1

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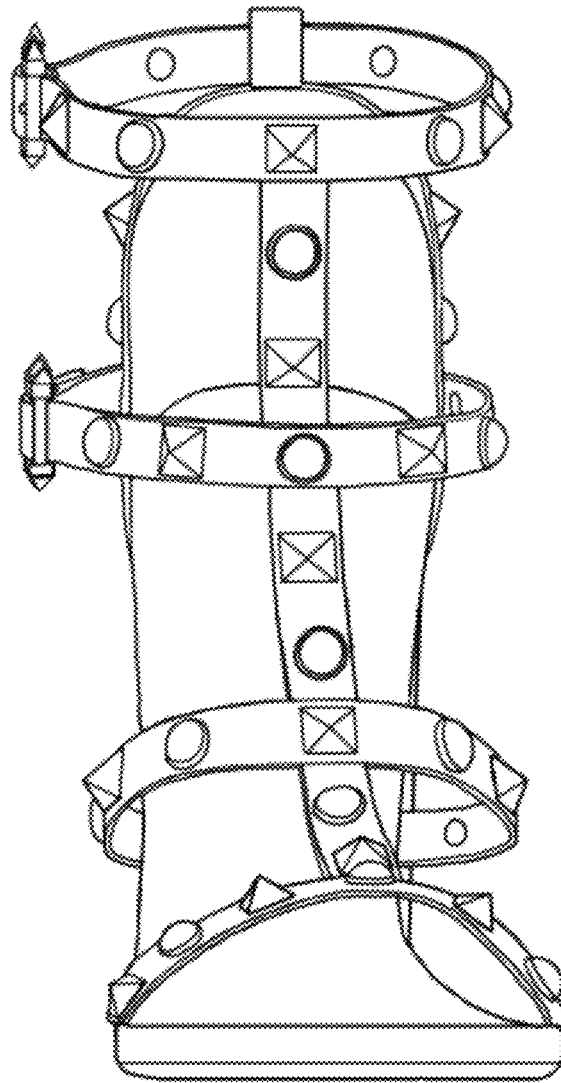


FIG. 2

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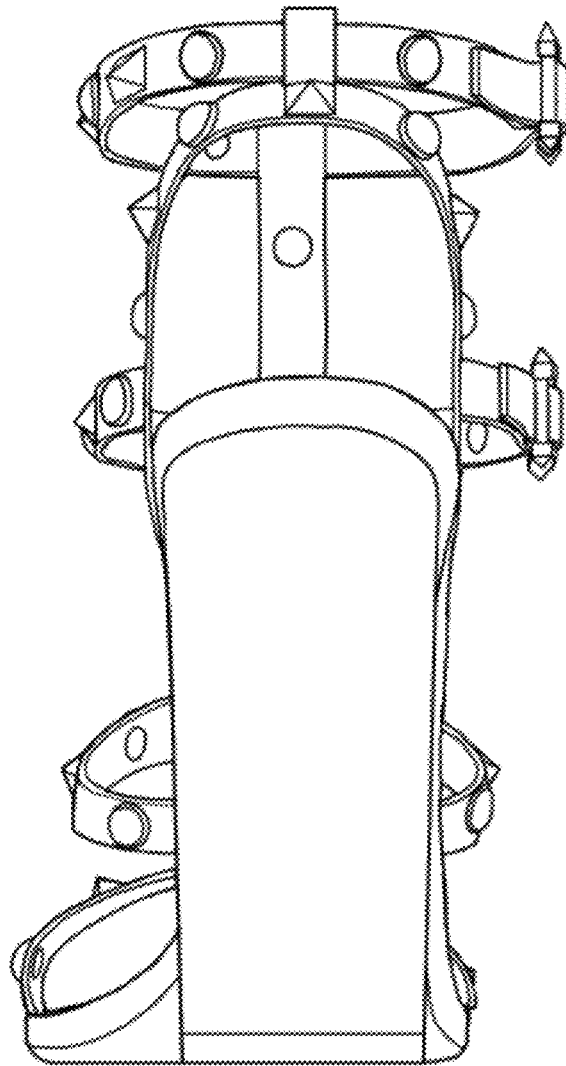


FIG. 3

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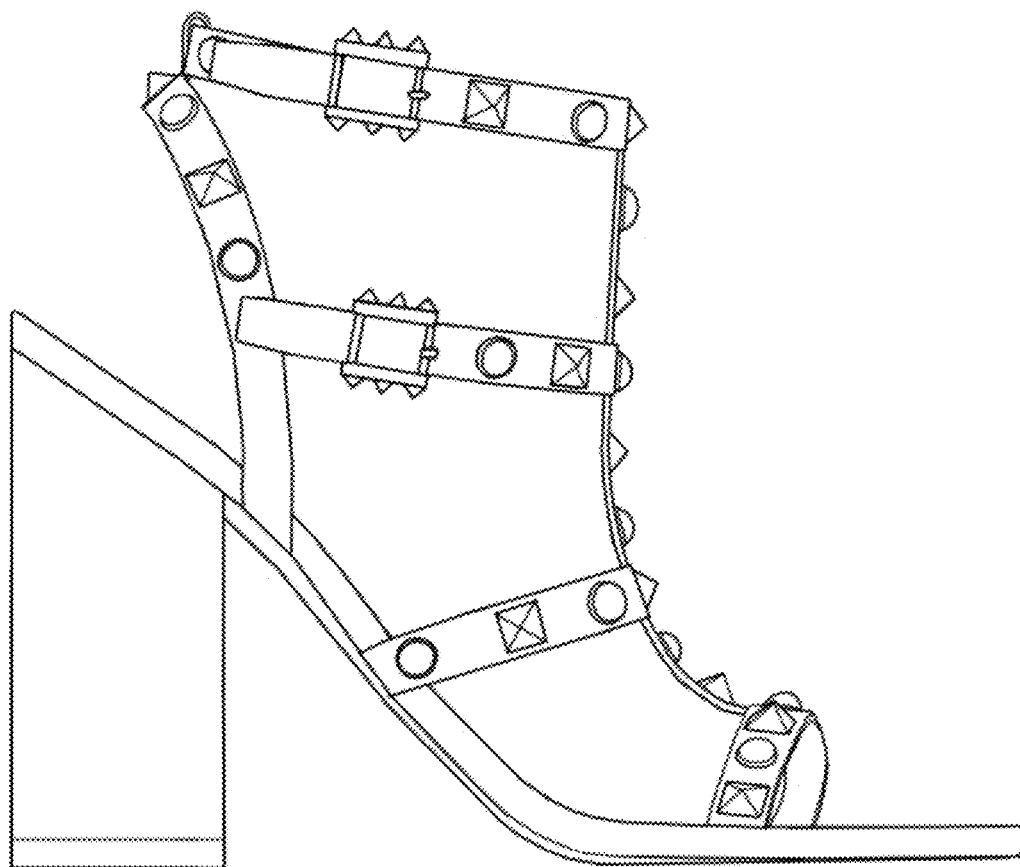


FIG. 4

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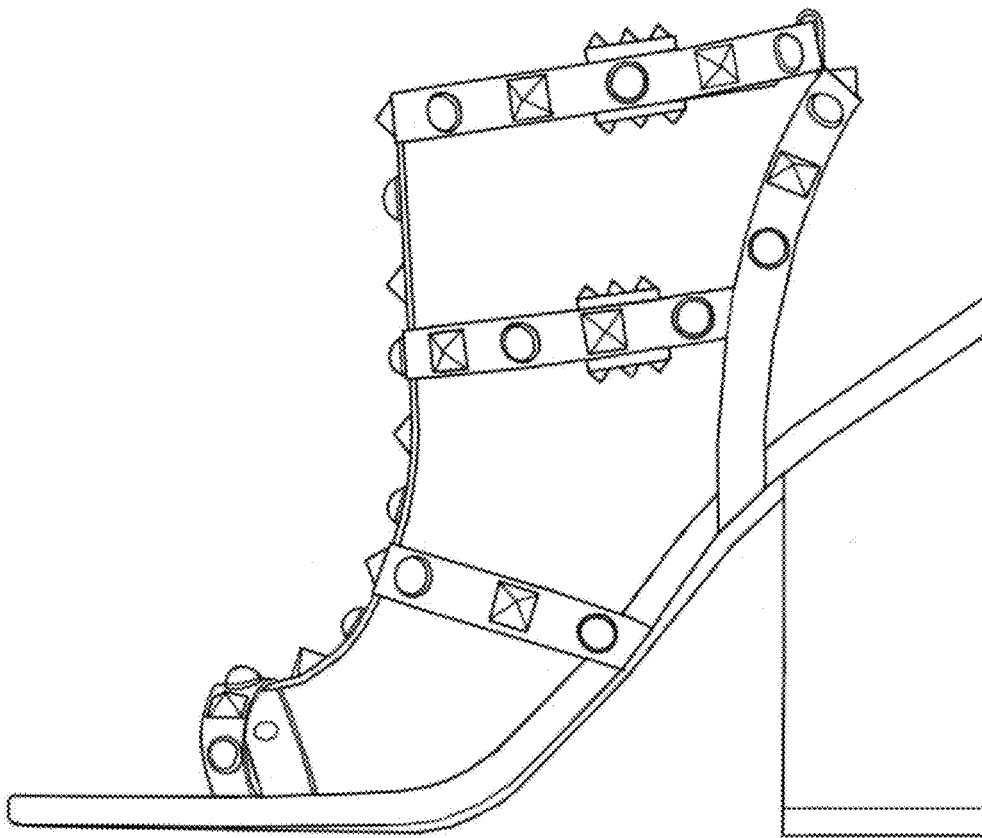


FIG. 5

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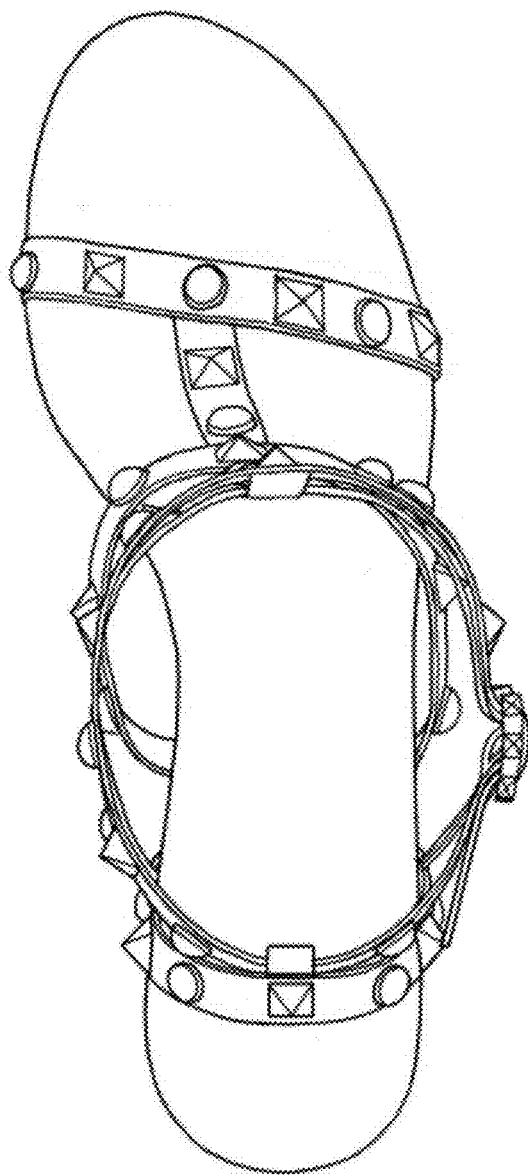


FIG. 6

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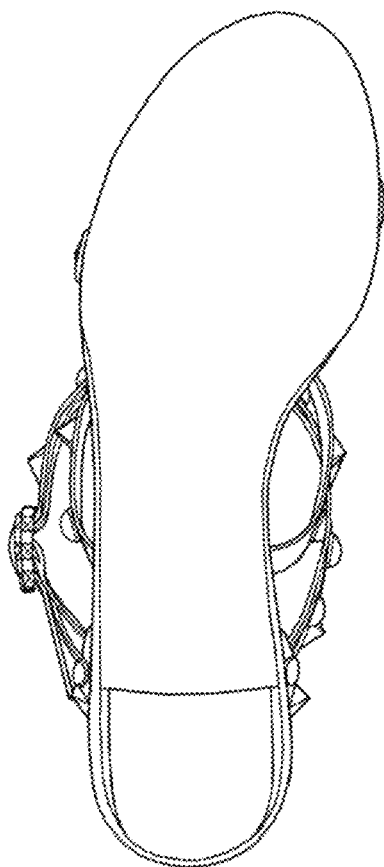


FIG. 7

EXHIBIT G

US00D852473S

(12) **United States Design Patent**
Sassi(10) **Patent No.:** **US D852,473 S**(45) **Date of Patent:** **** Jul. 2, 2019**

(54) **SHOE** 7,240,802 B2 * 7/2007 Jones B42D 5/005 211/10

(71) Applicant: **VALENTINO S.P.A.**, Milan (IT) D582,654 S * 12/2008 Guers-Neyraud D2/971

(72) Inventor: **Stefano Sassi**, Milan (IT) D582,657 S * 12/2008 Guers-Neyraud D2/971

(**) Term: **15 Years** D737,560 S * 9/2015 Sassi D2/971

(21) Appl. No.: **35/504,803** D738,598 S * 9/2015 Sassi D2/929

(22) Filed: **Mar. 29, 2018** D754,955 S * 5/2016 Guichot D2/930

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(80) **Hague Agreement Data**Int. Filing Date: **Mar. 29, 2018**Int. Reg. No.: **DM/100617**Int. Reg. Date: **Mar. 29, 2018**Int. Reg. Pub. Date: **Apr. 27, 2018***Primary Examiner* — George D. Kirschbaum*Assistant Examiner* — Jennifer L Watkins(51) **LOC (11) CL.** **02-04**(52) **U.S. CL.** **D2/932**(58) **Field of Classification Search**
USPC D2/925, 929–932, 971
See application file for complete search history.(56) **References Cited**

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D544,193 S * 6/2007 Choi D2/971

(57) **CLAIM**

The ornamental design for a shoe, as shown and described.

DESCRIPTION

1. Shoe

1.1 : Perspective

1.2 : Front

1.3 : Back

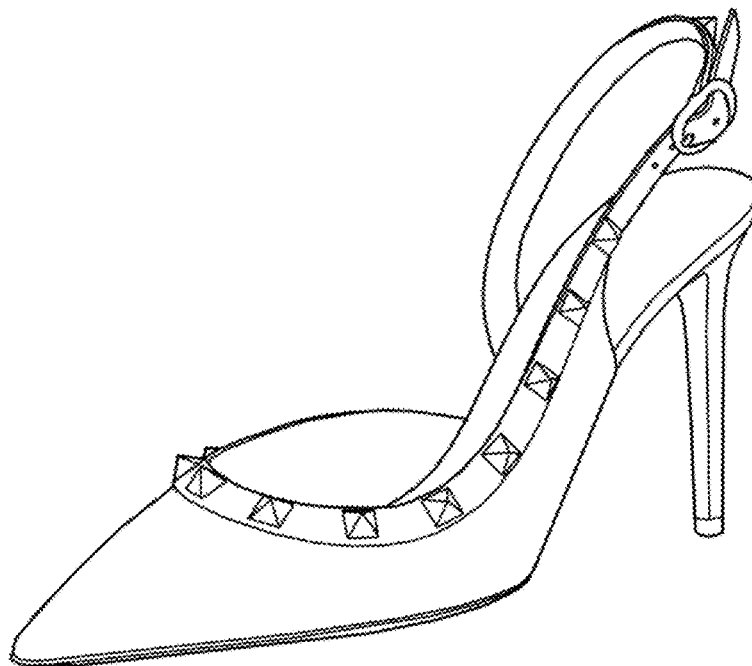
1.4 : Right

1.5 : Left

1.6 : Top

1.7 : Bottom

The drawings only show the design on a left shoe; the right shoe is omitted as it is symmetrical to the left shoe.

1 Claim, 7 Drawing Sheets

U.S. Patent

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1.1



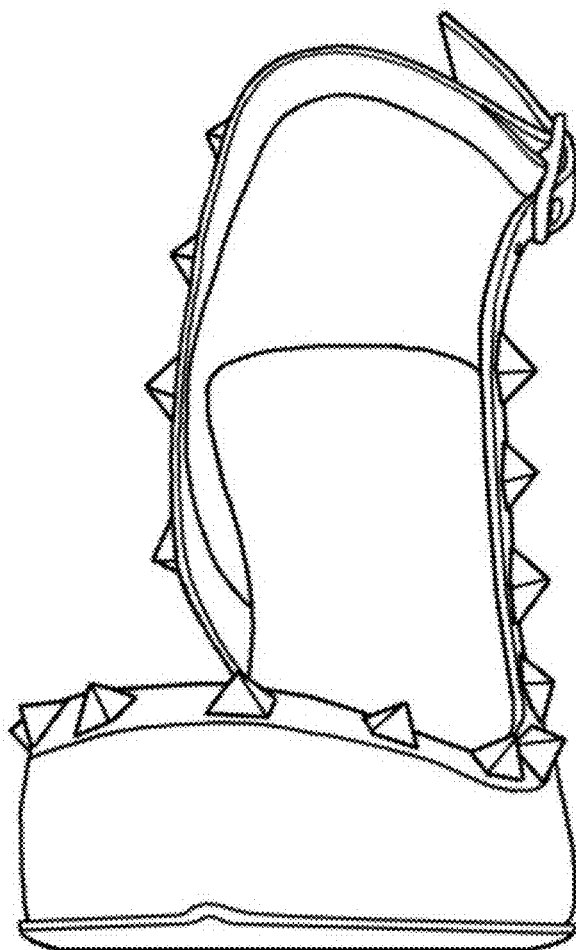
U.S. Patent

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1.2



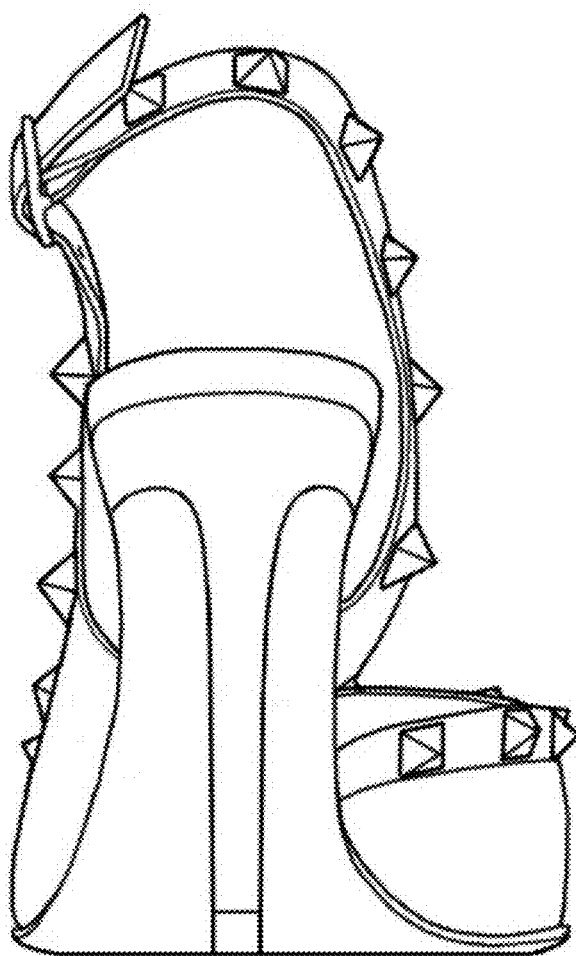
U.S. Patent

Jul. 2, 2019

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1.3



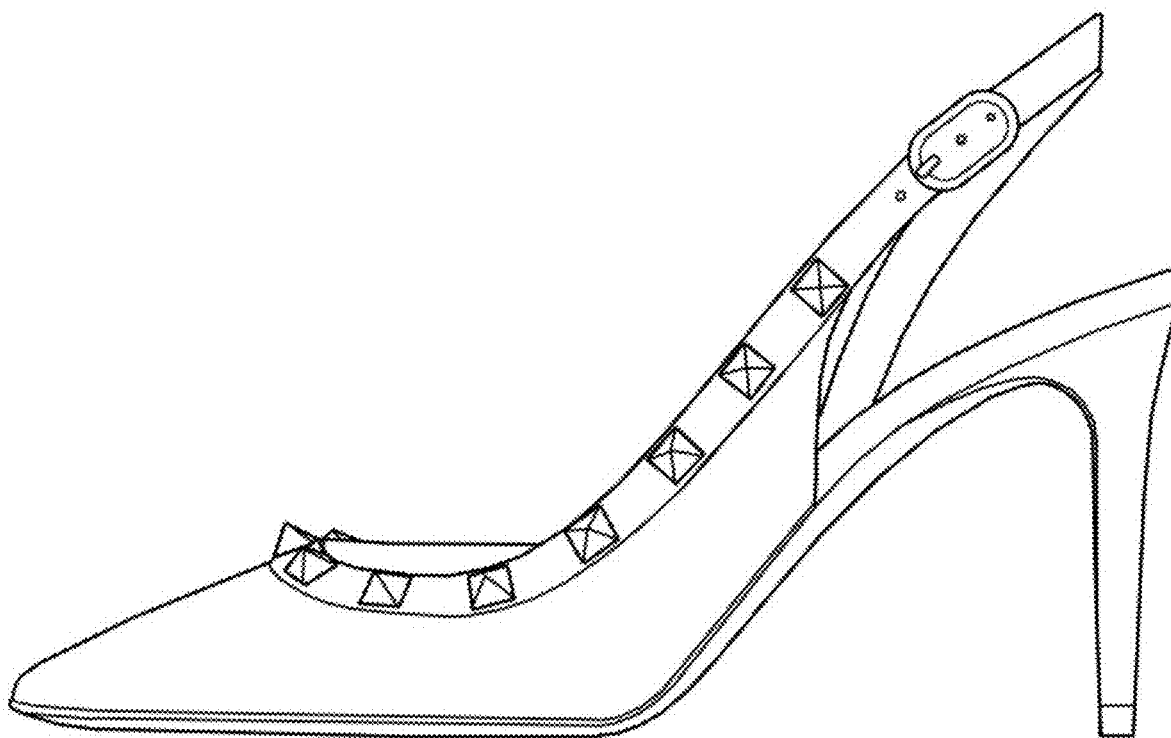
U.S. Patent

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1.4



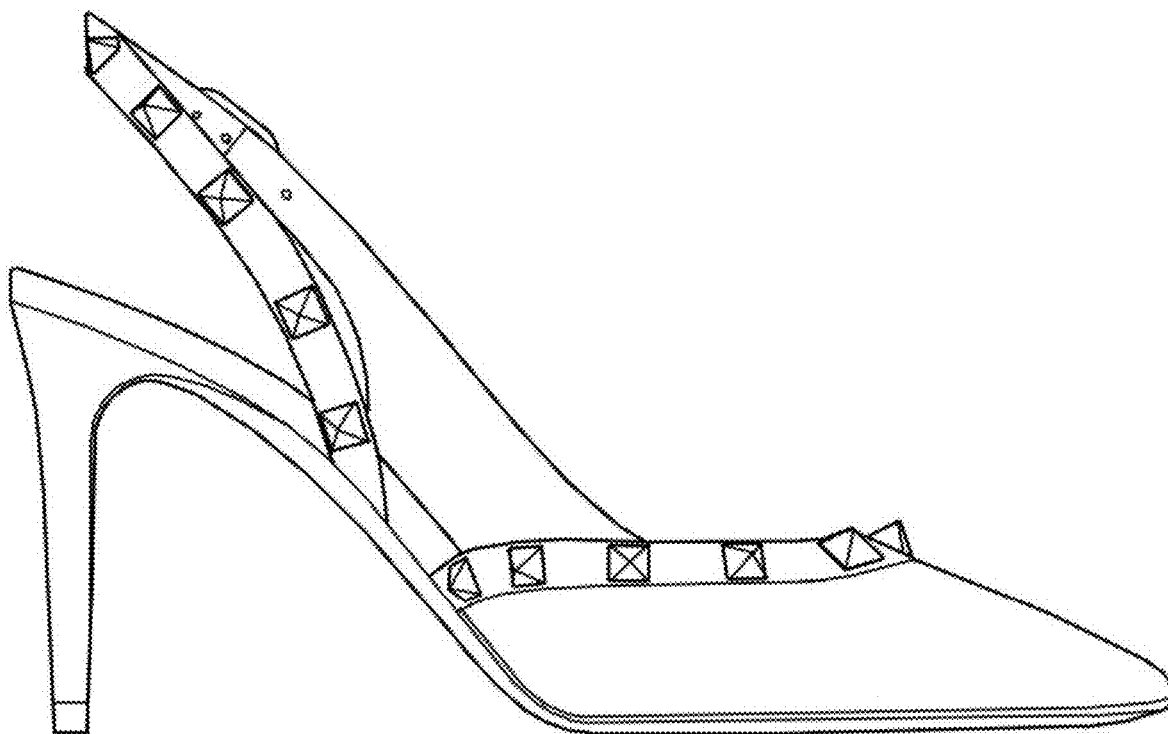
U.S. Patent

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1.5



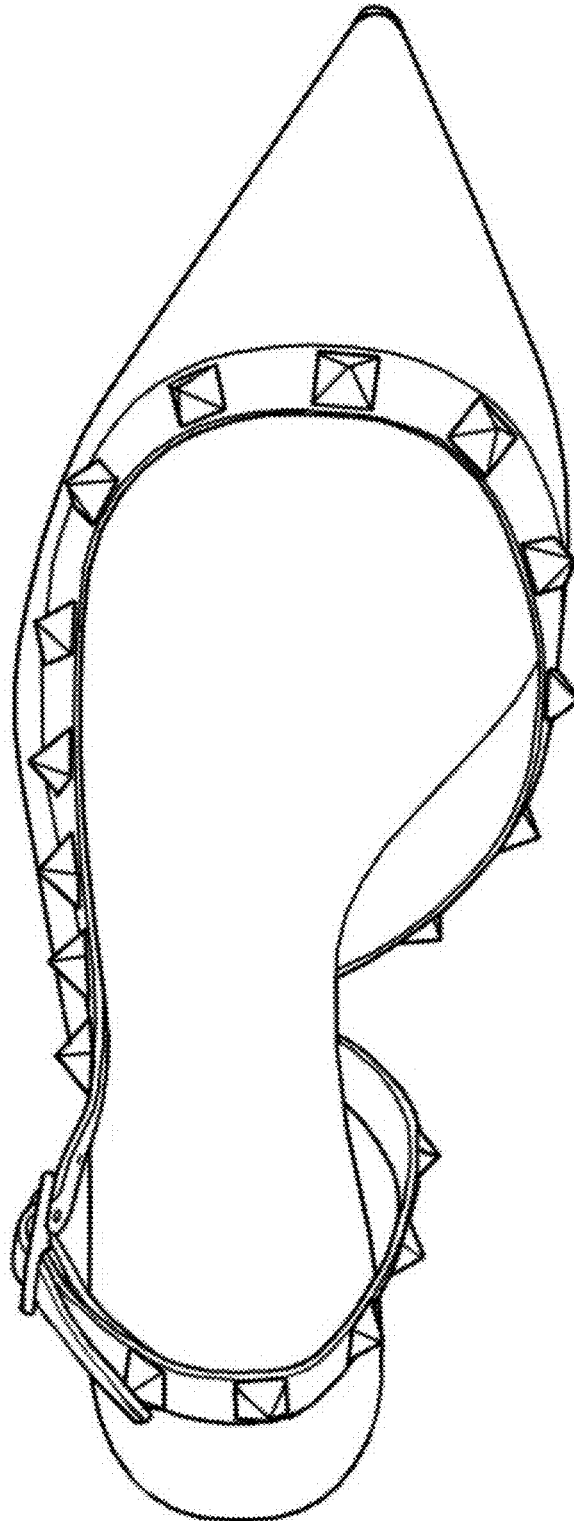
U.S. Patent

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1.6



U.S. Patent

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1.7

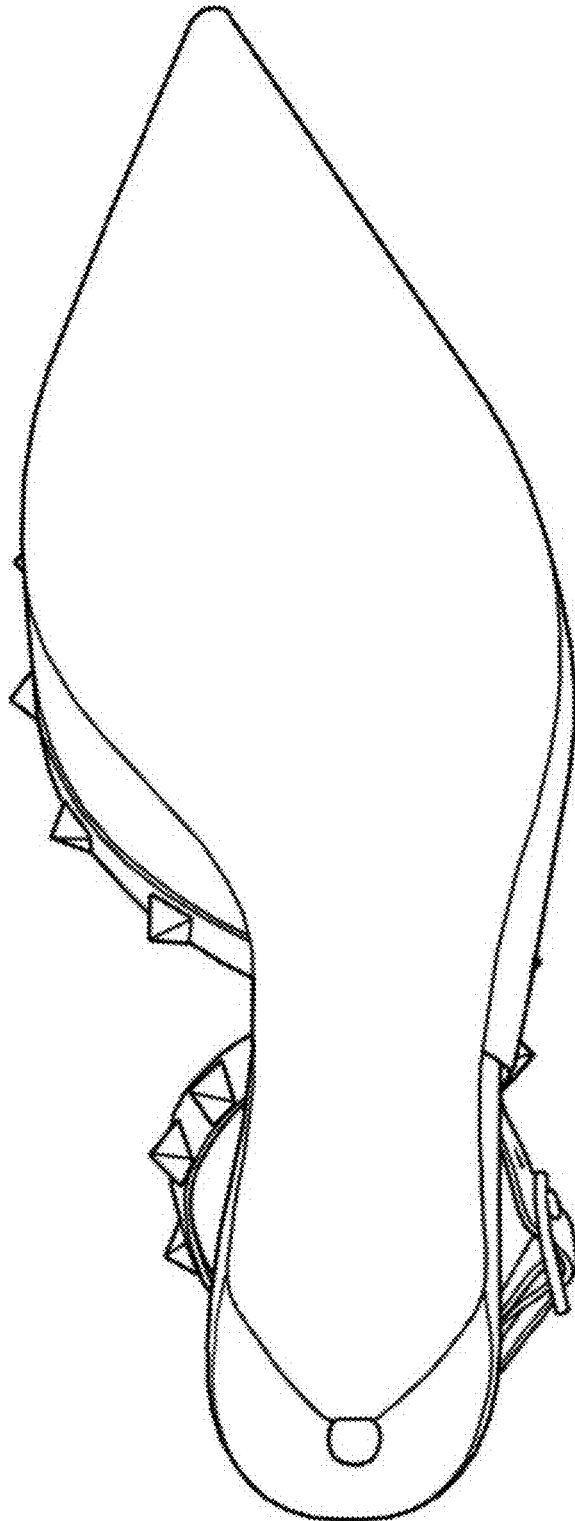


EXHIBIT H

Amazon Services Business Solutions Agreement

General Terms

Welcome to **Amazon Services Business Solutions**, a suite of optional services for sellers including: [Selling on Amazon](#), [Amazon Webstore](#), [Fulfillment by Amazon](#), [Product Ads](#), and [Transaction Processing Services](#).

THIS AMAZON SERVICES BUSINESS SOLUTIONS AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND AMAZON. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR THE COUNTRY FOR WHICH YOU REGISTER OR ELECT TO USE A SERVICE ("**ELECTED COUNTRY**").

As used in this Agreement, "**we**," "**us**," and "**Amazon**" means the applicable Amazon Contracting Party and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using a Service as an individual), or the business employing the applicant (if registering for or using a Service as a business) and any of its Affiliates. Capitalized terms have the meanings given to them in this Agreement. If there is a conflict among terms in this Agreement, the Program Policies will prevail over any applicable Service Terms and the General Terms, and the applicable Service Terms will prevail over the General Terms.

1. Enrollment.

To begin the enrollment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, the Elected Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. We may at any time cease providing any or all of the Services at our sole discretion and without notice.

2. Service Fee Payments; Receipt of Sales Proceeds.

Fee details are described in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement. To use a Service, you must provide us with valid credit card information from a credit card or credit cards acceptable by Amazon ("**Your Credit Card**") as well as valid bank account information for a bank account or bank accounts acceptable by Amazon (conditions for acceptance may be modified or discontinued by us at any time without notice) ("**Your Bank Account**"). You will use only a name you are authorized to use in connection with a

Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). All payments to you will be remitted to Your Bank Account through a banking network or by other means specified by us. For any amounts you owe us, we may (a) charge Your Credit Card; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) seek such payment or reimbursement from you by any other lawful means. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Credit Card, or seeking such reimbursement from you by any other lawful means.

IF WE DETERMINE THAT YOUR ACTIONS OR PERFORMANCE MAY RESULT IN RETURNS, CHARGEBACKS, CLAIMS, DISPUTES, OR OTHER RISKS, THEN WE MAY IN OUR SOLE DISCRETION WITHHOLD ANY PAYMENTS TO YOU UNTIL THE COMPLETION OF ANY RELATED INVESTIGATION. IF WE DETERMINE THAT YOUR ACCOUNT HAS BEEN USED TO ENGAGE IN DECEPTIVE, FRAUDULENT, OR ILLEGAL ACTIVITY, THEN WE MAY IN OUR SOLE DISCRETION PERMANENTLY WITHHOLD ANY PAYMENTS.

As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a customer to withdraw from a transaction because an Amazon Site or Service is unavailable following the commencement of a transaction.

3. Term and Termination.

The term of this Agreement will start on the date of your completed registration for or use of a Service, whichever occurs first, and continue until terminated by us or you as provided in this Agreement (the "**Term**"). We may terminate or suspend this Agreement or any Service for any reason at any time by notice to you. You may terminate this Agreement or any Service or the Promotion Site for any reason at any time by the means then specified by Amazon. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except

that Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, 16 and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

4. License.

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of Amazon Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you via the applicable Amazon Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

5. Representations.

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the Service(s) within such country; (b) you have all requisite right, power and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses and authorizations in this Agreement; (c) any information provided or made available by you or your Affiliates to Amazon or its Affiliates is at all times accurate and complete; and (d) you and all of your subcontractors, agents and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

6. Indemnification.

You release us and agree to indemnify, defend and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any of Your Sales Channels other than Amazon Sites and Amazon Associated Properties, Your Products (including their offer, sale, performance and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death or property damage related thereto; (c) any act or omission of Your Personnel; or (d) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified

Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Disclaimer & General Release.

a. THE AMAZON SITES AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU USE THE AMAZON SITES, THE SERVICES AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AMAZON SITES AND THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS.

b. BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES AMAZON (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability.

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL

AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

9. Insurance.

If the gross proceeds from Your Transactions exceed the applicable Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term for each applicable Elected Country commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policy(ies) naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to the following address: c/o Amazon, P.O. Box 81226, Seattle, WA 98108-1226, Attention: Risk Management.

10. Tax Matters.

As between the parties, you will be responsible for the collection, reporting and payment of any and all of Your Taxes, except to the extent Amazon expressly agrees to receive taxes or other transaction-based charges in connection with tax calculation services made available by Amazon and used by you. You agree to and will comply with the [Tax Policies](#). All fees payable by you to Amazon under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, and you will be responsible for paying Amazon any of Your Taxes imposed on such fees.

11. Confidentiality.

During the course of your use of the Services, you may receive information relating to us or to the Services, including but not limited to Amazon Transaction Information, that is not known to the general public ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain Amazon's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any other Person; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

12. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

13. Relationship of Parties.

Subject to the Transaction Processing Service Terms (if the Elected Country for a Service is the United States), you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

14. Use of Amazon Transaction Information.

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Amazon Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under this Agreement if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Amazon Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an Amazon Site user. In addition, you may only use tools and methods that we designate to communicate with Amazon Site users regarding Your Transactions, including for the purpose of scheduling, communicating, or cancelling the fulfillment of Your Products. The terms of this Section 14 do not prevent you from using other information that you acquire without reference to Amazon Transaction Information for any purpose, even if that information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Amazon Site user.

15. Suggestions and Other Information.

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Amazon Site or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in

any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

16. Modification.

We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central or on the applicable Amazon Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the General Terms and the Service Terms will be posted for at least 30 days. Changes to Program Policies may be made without notice to you. You should refer regularly to Seller Central to review the current Agreement (including the Service Terms and Program Policies) and to be sure that the items you offer can be offered via the applicable Service. YOUR CONTINUED USE OF A SERVICE AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

17. Password Security.

Any password we provide to you may be used only during the Term to access Seller Central (or other tools we provide) to use the Services, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

18. Miscellaneous.

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with Amazon or its Affiliates or claim relating in any way to this Agreement or your use of the Services will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, **or, if the Elected Country is the United States or Canada, we both consent that any such dispute or claim will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that you may assert claims in a small claims court that is a Governing Court if your claims qualify and you or we may bring suit in the Governing Courts to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement**

as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas, NV 89119. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

We have the right in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the Services, including by redesigning, modifying, removing, or restricting access to any of them.

Because Amazon is not your agent (except for the limited purpose set out in the Transaction Processing Service Terms (if the Elected Country for a Service is the United States)), or the customer's agent for any purpose, Amazon will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your program application or within Seller Central, or by any other means then specified by Amazon. We may also communicate with you electronically and in other media, and you consent to such communications regardless of any "E-mail Preferences" (or similar preferences or requests) you may have indicated on the applicable Amazon Site, on Seller Central, or by any other means. You may change your e-mail addresses and certain other information in Seller Central. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Amazon to our Merchant Services Team by using the [Contact Us](#) form.

This Agreement incorporates and you accept the applicable Service Terms and Program Policies, which Amazon may modify from time to time. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. If the Elected Country is Canada, then it is the express wish of the parties that this Agreement and the applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"Amazon Associated Properties" means any website or other online point of presence, mobile application, service or feature, other than an Amazon Site, through which any Amazon Site, any Webstore Site, or products or services available on any of them, are syndicated, offered, merchandised, advertised or described.

"Amazon Contracting Party" means the party outlined below.

- If the Elected Country is Canada:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Services International, Inc.
Selling on Amazon (if your account is enabled to list Optional Coverage Plans)	Amazon Services Contracts, Inc.
Fulfillment by Amazon	Amazon.com.ca, Inc.
Product Ads	Amazon Services International, Inc.

- If the Elected Country is Japan:

Service	Amazon Contracting Party
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Selling on Amazon	Amazon Services International, Inc.
Fulfillment by Amazon	Amazon Japan Logistics K.K.
Product Ads	Amazon Services International, Inc.

- If the Elected Country is the United States:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Services LLC
Selling on Amazon (if your account is enabled to list Optional Coverage Plans)	Amazon Services Contracts, Inc.
Fulfillment by Amazon	Amazon Services LLC
Amazon Webstore	Amazon Services LLC
Product Ads	Amazon Services LLC
Transaction Processing Services	Amazon Payments, Inc., provided that if you registered for or used a Service prior to June 30, 2014, then Amazon Services LLC may in its discretion perform the Transaction Processing Services

"Amazon Site" means, as applicable, the CA Amazon Site, the JP Amazon Site, or the US Amazon Site.

"Amazon Transaction Information" means, collectively, Order Information and any other data or information acquired by you or your Affiliates from Amazon, its Affiliates, or otherwise as a result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.

"CA Amazon Site" means that website, the primary home page of which is identified by the url www.amazon.ca, and any successor or replacement of such website.

"Content" means copyrightable works under applicable Law.

"Excluded Products" means the items described on the applicable Restricted Products pages in Seller Central, any other applicable Program Policy, or any other information made available to you by Amazon.

"Governing Courts" means the applicable one of the following:

- ◆ the state or Federal court in King County, Washington (if the Elected Country is Canada or the United States),
- ◆ Tokyo District Court or Tokyo Summary Court depending upon the amount of the claim made (if the Elected Country is Japan).

"Governing Laws" means the applicable one of the following:

- ◆ the laws of the State of Washington, United States together with the Federal Arbitration Act and other applicable federal law (if the Elected Country is Canada or the United States),
- ◆ the laws of Japan (if the Elected Country is Japan).

"Insurance Limits" means the applicable one of the following:

One Million Canadian Dollars (\$1,000,000) (if the Elected Country is Canada),
One Hundred Million Japanese Yen (¥100,000,000) (if the Elected Country is Japan),
One Million U.S. Dollars (\$1,000,000) (if the Elected Country is the United States).

"Insurance Threshold" means the applicable one of the following:

Ten Thousand Canadian Dollars (\$10,000) (if the Elected Country is Canada),
One Million Japanese Yen (¥1,000,000) (if the Elected Country is Japan),
Ten Thousand U.S. Dollars (\$10,000) (if the Elected Country is the United States).

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"JP Amazon Site" means that website, the primary home page of which is identified by the url www.amazon.co.jp, and any successor or replacement of such website.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision or other requirement, now or in the future in effect, of any governmental authority (e.g. on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Local Currency" means the applicable one of the following:

U.S. Dollars (if the Elected Country is the United States),
Canadian Dollars (if the Elected Country is Canada),
Japanese Yen (if the Elected Country is Japan).

"Optional Coverage Plans" means warranties, extended service plans and related offerings, in each case as determined by us, that you offer.

"Order Information" means, with respect to any of Your Products ordered through an Amazon Site or a Webstore Site, the order information and shipping information that we provide or make available to you.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

"Program Policies" means all terms, conditions, policies, guidelines, rules and other information on the applicable Amazon Site or on Seller Central, including those shown on the "Policies and Agreements" section of Seller Central or elsewhere in the "Help" section of Seller Central (and, for purposes of the Fulfillment by Amazon Service, specifically including the [FBA Guidelines](#)). All Program Policies applicable to Webstore by Amazon also apply to Amazon Webstore, unless otherwise specifically stated.

"Promotion Site" means that ecommerce website, the primary home page of which is identified by the URL www.sellername.amazonwebstore.com, in which "sellername" is a name representing you that we elect to include in such URL.

"Sales Proceeds" means the gross proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges, and including taxes and customs duties to the extent specified in the applicable [Tax Policies](#).

"Seller Central" means the online portal and tools made available by Amazon to you, for your use in managing your orders, inventory and presence on a particular Amazon Site, a Webstore Site, or any other online point of presence.

"Service" means each of the following services: Selling on Amazon, Amazon Webstore, Fulfillment by Amazon, Product Ads, and, if the Elected Country for a Service is the United States, the Transaction Processing Services, together in each case with any related services and materials we make available.

"Service Terms" means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable Service, and any subsequent modifications we make to those terms.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or any other source or business identifier, protected or protectable under any Laws.

"US Amazon Site" means that website, the primary home page of which is identified by the url www.amazon.com, and any successor or replacement of such website.

"Webstore Service" has the meaning described in the Webstore Service Terms.

"Webstore Site" has the meaning described in the Webstore Service Terms.

"Your Materials" means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items or information provided or made available by you or your Affiliates to Amazon or its Affiliates.

"Your Personnel" means any third party warranting, administering or otherwise involved in the offer, sale, performance or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

"Your Product" means any product or service (including Optional Coverage Plans) that: (a) you offer through the Webstore Service or the Selling on Amazon Service; (b) is made available for advertising by you through the Product Ads Service; or (c) is fulfilled or otherwise processed through the Fulfillment by Amazon Service.

"Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

"Your Taxes" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption and other taxes, regulatory fees, levies (specifically including environmental levies) or charges and duties assessed, incurred or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction or omission of you or your Affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange. Also, if the Elected Country is the United States or Canada, as it is used in the Fulfillment by Amazon Service Terms, this defined term also means any of the types of taxes, duties, levies or fees mentioned above that are imposed on or collectible by Amazon or any of its Affiliates in connection with or as a result of fulfillment services including the storage of inventory or packaging of Your Products and other materials owned by you and stored by Amazon, shipping, gift wrapping or

other actions by Amazon in relation to Your Products pursuant to the Fulfillment by Amazon Service Terms.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through an Amazon Site or any Webstore Site.

Selling on Amazon Service Terms

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to offer certain products and services directly on the Amazon Sites (which, if the Elected Country is the United States, includes a Promotion Site that we may make available from time to time during the Term and on which certain of Your Products may be offered).

These Selling on Amazon Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. BY REGISTERING FOR OR USING THE SELLING ON AMAZON SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [AGREEMENT](#), INCLUDING THESE SELLING ON AMAZON SERVICE TERMS. **NOTWITHSTANDING THE PREVIOUS SENTENCE, IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT THAT PERMITS YOU TO OFFER YOUR PRODUCTS THROUGH A PARTICULAR AMAZON SITE (E.G., A MERCHANTS@AMAZON.COM PROGRAM AGREEMENT, MERCHANTS@AMAZON.CO.JP PROGRAM AGREEMENT OR ANY PREDECESSOR OF THOSE AGREEMENTS), THEN TO THE EXTENT THAT YOU CONTINUE TO LIST AND SELL YOUR PRODUCTS ON THAT AMAZON SITE PURSUANT TO SUCH SEPARATE AGREEMENT, TRANSACTIONS OF YOUR PRODUCTS ON THAT AMAZON SITE AND ANY TAX SERVICES WE MAKE AVAILABLE UNDER THAT AGREEMENT ARE GOVERNED BY THE TERMS OF THAT AGREEMENT AND NOT BY THESE SELLING ON AMAZON SERVICE TERMS.**

S-1 Your Product Listings and Orders

S-1.1 Products and Product Information. You will provide in the format we require accurate and complete Required Product Information for each product or service that you offer through any Amazon Site and promptly update that information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on any Amazon Site comply with all applicable Laws (including all minimum age, marking and labeling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Program Policies), defamatory or obscene materials. You may not provide any information for, or otherwise seek to offer any Excluded Products on any Amazon Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any Amazon Site.

S-1.2 Product Listing; Merchandising; Order Processing. We will enable you to list Your Products on a particular Amazon Site, and conduct merchandising and promote Your Products as permitted by us (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the applicable Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your Products through the applicable Amazon Site. We will also receive all Sales Proceeds on your

behalf for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Selling on Amazon Service Terms.

S-1.3 Shipping and Handling Charges. For those of Your Products ordered by customers on or through an Amazon Site that are not fulfilled using Fulfillment by Amazon, you will determine shipping and handling charges via and subject to our standard functionality and categorizations for the applicable Amazon Site and further subject to any shipping and handling charge Program Policies for that Amazon Site, except that, with respect to products offered by sellers on the Individual selling plan and BMVD Products offered by any seller (to the extent we make available functionality to list such products), we will determine the shipping and handling charges (and in either case you will accept the charges as payment in full for your shipping and handling of such products). For Your Products that are fulfilled using Fulfillment by Amazon, please refer to the Fulfillment by Amazon Service Terms.

S-1.4 Credit Card Fraud. We will bear the risk of credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions except in connection with Seller-Fulfilled Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all other risk of fraud or loss. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop or cancel orders of Your Products if we ask you to do so. If you have already transferred Your Products to a carrier or shipper when we ask you to stop or cancel an order, you will use commercially reasonable efforts to stop or cancel delivery of that order. You will refund any customer (in accordance with Section S-2.2) that has been charged for an order that we stop or cancel.

S-2 Sale and Fulfillment; Refunds and Returns.

S-2.1 Sale and Fulfillment. Other than as described in the Fulfillment by Amazon Service Terms for each Amazon Site for which you register or use the Selling on Amazon Service, you will: (a) source, offer, sell and fulfill your Seller-Fulfilled Products, and source and, offer and sell your Amazon-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Expected Ship Date; (c) retrieve Order Information at least once each business day; (d) only cancel Your Transactions as permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order or as may be required under this Agreement; (e) fulfill Your Products throughout the Elected Country (except to the extent prohibited by Law or this Agreement); (f) provide to Amazon information regarding fulfillment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) ensure that you are the seller of each of Your Products; (i) include an order-specific packing slip, and,

if applicable, any tax invoices, within each shipment of Your Products; (j) identify yourself as the seller of each of Your Products on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (k) except as expressly permitted by this Agreement, not send customers emails confirming orders or fulfillment of Your Products. If any of Your Products are fulfilled using Fulfillment by Amazon, the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to the storage, fulfillment and delivery of such Amazon-Fulfilled Products.

S-2.2 Cancellations, Returns and Refunds. For all of Your Products that are not fulfilled using Fulfillment by Amazon, you will accept and process cancellations, returns, refunds and adjustments in accordance with this Agreement and the Amazon Refund Policies for the applicable Amazon Site published at the time of the applicable order, and we may inform customers that these policies apply to Your Products. Except as otherwise described in the Program Policies, you will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using functionality we enable for your account. This functionality may be modified or discontinued by us at any time without notice. You will route all payments to customers in connection with Your Transactions through Amazon. We will provide those payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts we pay. For all of Your Products that are fulfilled using Fulfillment by Amazon, the Amazon Refund Policies for the applicable Amazon Site published at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable Amazon Refund Policies and as required by Law, and in no case later than thirty (30) days after the obligation arises.

S-3 Problems with Your Products.

S-3.1 Delivery Errors and Nonconformities; Recalls. You are solely responsible for any non-performance, non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.4; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification. Notwithstanding the previous sentence, for those of Your Products that are fulfilled using Fulfillment by Amazon, if any, the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products or other products provided in connection with Your Products.

S-3.2 A-to-z Guarantee and Chargebacks. If we inform you that we have received a claim under the "A-to-z Guarantee" offered on a particular Amazon Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us within seven (7) days after request by us: (a) proof of fulfillment of Your Product(s) (as applicable); (b) the applicable Amazon order identification number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you or us and displayed on the Amazon Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by: (i) credit card fraud for which we are responsible under [Section S-1.4](#); or (ii) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the [Service Fee Payments section of this Agreement](#) for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by Amazon) and all associated credit card association, bank or other payment processing, representment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates. If the Elected Country is Japan and we receive a claim under the "A-to-z Guarantee" concerning one of Your Transactions and we determine that we are responsible for that claim then we will purchase the returned products from the customer.

S-4 Parity with Your Sales Channels.

Subject to this [Section S-4](#), you are free to determine which of Your Products you wish to offer on a particular Amazon Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on any Amazon Site by ensuring that : (a) the Purchase Price and every other term of offer or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable cancellation, return and refund policies) is at least as favorable to Amazon Site users as the most favorable terms upon which a product is offered or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (c) the Content, product and service information and other information under [Section S-1.1](#) regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected customers by making appropriate refunds to them in accordance with [Section S-2.2](#). For Amazon-Fulfilled Products, if the shipping and handling charges associated with the sale and fulfillment of any of Your Products offered on an Amazon Site are included (and not separately stated) in the item price listed for Your Product (collectively a "**Shipping Inclusive Purchase Price**"), then the parity obligation in (a) above will be satisfied if the Shipping

Inclusive Purchase Price and each other term of offer or sale for the product on the Amazon Site are at least as favorable to Amazon Site users as the purchase price and each other term of offer or sale for the product (including any and all separately stated shipping and handling charges) pursuant to which the product or service is offered or sold via any of Your Sales Channels.

S-5 Compensation.

You will pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; (c) the non-refundable Selling on Amazon Subscription Fee in advance each month; and (d) any other applicable fees described in this Agreement (including any applicable Program Policies). **"Selling on Amazon Subscription Fee"** means the fee specified as such on the Selling on Amazon [Fee Schedule](#) for the applicable Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (i) **"Sales Proceeds"** has the meaning set out in this Agreement; (ii) **"Variable Closing Fee"** means the applicable fee, if any, as specified on the [Variable Closing Fee Schedule](#) for the applicable Amazon Site; and (iii) **"Referral Fee"** means the applicable fee based on the Sales Proceeds from Your Transaction through the applicable Amazon Site specified on the Selling on Amazon [Fee Schedule](#) for that Amazon Site at the time of Your Transaction, based on the categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in each of the following two cases: (y) in the case of Your Transactions that consist solely of products fulfilled using Fulfillment by Amazon; and (z) in the case of Media Products.

S-6 Remittance of Sales Proceeds & Refunds.

Except as otherwise stated in this Agreement, we will remit to you on a bi-weekly (14 day) (or at our option, more frequent) basis, which may vary for each Elected Country, any Sales Proceeds received by us or our Affiliates but not previously remitted to you as of the date that is two (2) business days prior to the date of remittance (the **"Remittance Calculation Date"**) (which you will accept as payment in full for Your Transactions), less: (a) the Referral Fees; (b) the applicable Variable Closing Fee; (c) any Selling on Amazon Subscription Fees; and (d) any other applicable fees described in this Agreement (including any applicable Program Policies). When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date may be deferred by up to 14 days. You will not have the ability to initiate or cause payments to be remitted to you. For sellers that registered after October 30, 2011 and are on the Individual selling plan, the remittance amount will not include Sales Proceeds from the 14-day period before the date of remittance. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our Affiliate), on the next available Remittance Calculation Date we will refund to you the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund (including refunded taxes and customs duties only to the extent specified in the applicable [Tax Policies](#)), less the Refund Administration Fee for each of Your Products refunded that is not a BMVD Product, which amount we may retain as an administrative fee; provided, however, that in the case of a complete refund of Sales

Proceeds for a Media Product, we will refund to you the full amount of any Variable Closing Fee paid by you to us (and in the case of a partial refund of Sales Proceeds for a Media Product, we will not refund to you any portion of any Variable Closing Fee paid by you to us). We will remit any amounts to be refunded by us pursuant to this subsection from time to time together with the next remittance to be made by us to you.

S-7 Control of Amazon Sites.

We have the right in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the Amazon Sites, including by redesigning, modifying, removing or restricting access to any of them, and by suspending, prohibiting or removing any listing.

S-8 Effect of Termination.

Upon termination of these Selling on Amazon Service Terms in connection with a particular Amazon Site, all rights and obligations of the Parties under these Selling on Amazon Service Terms with regard to such Amazon Site will be extinguished, except that the rights and obligations of the Parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

Selling on Amazon Definitions

"Amazon-Fulfilled Products" means any of Your Products that are fulfilled using the Fulfillment by Amazon Service.

"Amazon Refund Policies" means the [return and refund policies](#) published on the applicable Amazon Site and applicable to products and services offered via that Amazon Site.

"BMVD Product" means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription, in each case excluding any software product, computer game, and/or video game.

"Excluded Offer" means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through a particular Amazon Site but that we do not honor or support (but only until such time as we honor or support the same on such Amazon Site); or (b) make available solely to Third Parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or (ii) if the Elected Country is either Canada or the United States, have affirmatively elected and opted-in to participate in your or one of your Affiliates' membership-based customer loyalty or customer incentive programs.

"Expected Ship Date" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the

customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability information in such inventory/product data feed or that Your Product is in a product category that Amazon designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

"Media Product" means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, or other media product in any format, including any related subscription, offered through an Amazon Site.

"Purchase Price" means the total amount payable or paid for Your Product (including taxes and shipping and handling charges only to the extent specified in the applicable [Tax Policies](#)).

"Refund Administration Fee" means the applicable one of the following:

the lesser of Five Canadian Dollars (\$5) or twenty percent of the applicable Referral Fee (if the Amazon Site is the CA Amazon Site),
the lesser of Five Hundred Japanese Yen (¥500) or ten percent of the applicable Referral Fee (if the Amazon Site is the JP Amazon Site),
the lesser of Five U.S. Dollars (\$5) or twenty percent of the applicable Referral Fee (if the Amazon Site is the US Amazon Site).

"Remittance Calculation Date" is defined in [Section S-6](#).

"Required Product Information" means, with respect to each of Your Products in connection with a particular Amazon Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and UPC/EAN/JAN numbers, and other identifying information as Amazon may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Amazon from time to time); (d) categorization within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Amazon image guidelines, and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and UPC/EAN/JAN numbers (and other identifying information as we may reasonably request) for accessories related to

Your Product that is available in our catalog; (p) the state or country Your Product ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products).

"Seller-Fulfilled Products" means any of Your Products that are not fulfilled using the Fulfillment by Amazon Service.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and delivery date.

"Street Date" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"URL Marks" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, .edu, .ca, .fr, .jp) or any variation of a top level domain (e.g., dot com, dotcom, net, or com).

"Your Transaction" is defined in the General Terms of this Agreement; however, as used in these Selling on Amazon Service Terms, it means any and all such transactions through Selling on Amazon only.

Webstore Service Terms

Amazon Webstore (which, for purposes of this Agreement, includes Webstore by Amazon, unless specifically stated otherwise) (the **"Webstore Service"**) provides access to and use of an e-commerce website through which you can offer and sell Your Products (a **"Webstore Site"**). The Webstore Service is not currently available in Canada or Japan.

These Webstore Service Terms are part of this Agreement, and, unless specifically provided otherwise, concern and apply only to your participation in the Webstore Service. BY REGISTERING FOR OR USING THE WEBSTORE SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [AGREEMENT](#), INCLUDING THESE WEBSTORE SERVICE TERMS.

W-1 Listing and Promotion.

Each sale of Your Products through your Webstore Site is a sale by you. You will determine what is for sale on your Webstore Site, but you may not list any product on the Webstore Site that is an Excluded Product. You will ensure that you list all of Your Products in accordance with this Agreement, including any applicable Program Policies.

W-2 Information.

You will provide in the format we require accurate and complete Webstore Required Product Information and all other information requested by us to process payments for you and to otherwise operate your Webstore Site. You will update such information as necessary to ensure it at all times remains accurate and complete. If you provide us with any images of Your Product, you will, unless we otherwise agree, first remove any logos, text or other marking included on the image except for any logos, text or other marking that actually appears on the product. You will either: (a) upload to us the "shipping confirmation files" as required by us, including all shipment notification, shipping status and order tracking information requested by us from time to time, and any other information as requested by us to process payments based on Your Product shipment status; provided, that if you are using Fulfillment by Amazon to fulfill any of your customer orders, the Fulfillment by Amazon Service Terms will apply with respect to such orders; or (b) use the Manage Your Orders tool in Seller Central to manage and upload the required "shipping confirmation files" from Seller Central. We may provide this shipment and payment related information to users of the Webstore Site. We will make available certain information and reports relating to Your Transactions as we determine and have no obligation to make available any other information. We may use mechanisms that rate, or may allow users to rate, your performance as a seller, and may post those ratings and feedback on the Webstore Site or any Amazon Site or otherwise make it publicly available. Any use on your Webstore Site of content displayed on an Amazon Site, or links to an Amazon Site, will be subject to the terms of the [Amazon Associates Operating Agreement](#).

W-3 Your Product Transactions.

W-3.1 General; Sale and Fulfillment. You will be solely responsible for, and bear all risk and liability for, sourcing, storing, selling, and fulfilling all of Your Products. As such, you are responsible for any non-conformity or defects in, damage to, or theft of or claims regarding the delivery or non-delivery of Your Products. You will handle such responsibilities, and agree to complete transactions for the items that you have listed in accordance with these Webstore Service Terms and applicable Program Policies. Notwithstanding anything in this [Section W-3.1](#), for those of Your Products that are fulfilled using Fulfillment by Amazon (if any), the Fulfillment by Amazon Service Terms will apply to our storage, fulfillment and delivery of Your Products. All sales of Your Products on or through the Webstore Site will be final and may not be cancelled or revoked by you except pursuant to the applicable terms and conditions that appear on the Webstore Site.

W-3.2 Order and Payment Processing. We will process all payments, refunds and adjustments for Your Transactions. Amazon's, or one of its Affiliates', name will appear on the customer's credit card statement (which may also display, at our option, your name). We will determine the time at which we process payments, refunds and adjustments for Your Transactions in our sole discretion. However, you are always the seller of record. We may withhold for investigation, or refuse to process, any of Your Transactions. We do not need to accept any particular form of order or payment for Your Product, or honor or accept any discounts, coupons, gift certificates, or other offers or incentives made available by you. We may in our sole discretion withhold for investigation or to refuse to process any transaction involving Your Products or any other products or services on or through the Webstore Site. We may use the services of one or more third party, processors or financial institutions in connection with the Webstore Service (each, a "**Processor**"). If total Sales Proceeds from Your Transactions exceed \$20,000 per month for any three consecutive months, you agree to the additional terms and conditions between you and the Processor(s) as provided in the [Credit Card Association Agreement](#). If you have entered into a separate agreement with one of our Affiliates that governs order and payment processing in connection with Your Transactions, you will be subject to the terms of that agreement notwithstanding anything to the contrary in this Agreement.

W-3.3 Fraud and Order Stops/Cancellations. We will bear the risk of credit card fraud (i.e. fraudulent purchases arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, except with respect to Your Transactions that you do not fulfill in accordance with the Order Information made available to you by us (including shipping Your Product only to the recipient and at the shipping address specified in the Order Information made available by Amazon), and you will bear all other risk of fraud or loss. You will promptly inform us of any changes to the product mix of Your Products or any pattern of fraudulent or other improper activities with respect to any of Your Product(s) that has resulted or may result in a higher incidence of fraud or other impropriety associated with transactions involving it (or them) than other similar products. You will stop or cancel orders of Your Products if we so direct (and if the customer has already been charged, you will execute the refunds for these orders) and will provide to

us telephone and email contact information for a designated contact available during business hours whom we can contact regarding fraud, order stops and cancellations and similar concerns, who will cooperate with us and who has access and ability promptly to cancel or stop orders from being shipped. We may restrict destinations to which you may ship Your Products sold on or through any Webstore Site.

W-3.4 Refunds and Returns. Except for those of Your Products, if any, that are fulfilled using Fulfillment by Amazon (in which case the Fulfillment by Amazon Service Terms will apply), you will accept and process returns of, and (using the functionality we make available to you) provide refunds and adjustments for, Your Products in accordance with these Webstore Service Terms and your policies posted on the Webstore Site at the time of the applicable sale, and you will calculate and refund any associated taxes required to be refunded. You will route all refund (and adjustment) payments through Amazon or its designated Affiliate. Amazon or its designated Affiliate will credit the applicable customer account, and you will reimburse Amazon for all amounts so credited. The functionality we make available to you for processing returns and adjustments may be modified or discontinued by us at any time without notice and is subject to the terms of this Agreement. Except for those of Your Products, if any, that are fulfilled using Fulfillment by Amazon (in which case the Fulfillment by Amazon Service Terms will apply), we have no obligation to accept any returns of any of Your Products.

W-3.5 Delivery Errors and Nonconformities; Product Recalls. You are responsible for any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by (a) credit card fraud for which we are responsible under Section W-3.3; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification. Notwithstanding the previous sentence, for those of Your Products that are fulfilled using Fulfillment by Amazon (if any), the Fulfillment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

W-3.6 A-to-z Guarantee and Chargebacks. If we inform you that we have received a claim under the "A-to-z Guarantee" (or any substantially consistent offer), or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us within seven (7) days: (a) proof of delivery of the applicable Your Product(s); (b) the applicable Amazon order identification number; and (c) a description of the applicable Your Product(s). If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by (i) credit card fraud for which we are responsible under Section W-3.3, or (ii) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes) and all associated credit card association, bank or other payment processing, re-presentment

and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates. We may require that you establish a separate reserve account (a "**Reserve**") to secure the performance of your payment obligations under this Agreement, in an amount as determined by us. Without limiting the foregoing, we may require a Reserve if you have a high rate of chargebacks, refunds, or other indicia of performance problems related to your use of the Webstore Service. The Reserve will be in an amount as determined by us to cover anticipated chargebacks or credit risk based on your processing history or such amount designated by our Processor(s) and the Reserves will be subject to the Transaction Processing Service Terms (if the Elected Country for a Service is the United States).

W-4 Customer Service.

W-4.1 General. The provisions in this Section W-4 apply only in connection with sales of Your Products through the Webstore Site that are not fulfilled using Fulfillment by Amazon. For customer service obligations pertaining to orders of Your Products using the Selling on Amazon Service or orders of Your Products fulfilled using Fulfillment by Amazon, the Service Terms applicable to those Services will apply. You will refer customer issues to us according to the responsibilities below, in a timely, professional and courteous manner and at the applicable "[Contact Us](#)" form, email address and/or phone number provided for such purpose by us. You will not establish direct phone or email transfer functionality of customer service contacts to us, forward customer emails to us, or disclose our customer service contact information unless in response to a customer contact concerning a customer service issue for which we are responsible under these Webstore Service Terms.

W-4.2 Our Customer Service Responsibilities. As between you and us, we will be solely responsible for all customer service issues relating to payment, credit card processing, debiting or crediting, and the "A-to-z Guarantee".

W-4.3 Your Customer Service Responsibilities. Unless provided otherwise elsewhere in these Webstore Service Terms, you will be solely responsible for all customer service issues relating to Your Products (including pricing, rebates, item information, availability, technical support, functionality and warranty), Your Product order fulfillment and shipping and handling, Your Product order cancellation by you or any customer, returns, refunds and adjustments, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us.

W-5 Data and Communications. We and you will co-own all the Customer Account Information and Webstore Transaction Information. Neither you nor we will need to pay any royalties or account to the other in connection with your or our use of any Customer Account Information or Webstore Transaction Information. You and your Affiliates will: (a) at all times comply with all Laws, including any Law related to the use of this type of information; and (b) comply with any applicable policies posted on the Webstore Site regarding use of this transaction and customer data. We are not liable for

protection or privacy of electronic mail or other information transferred through the Internet or any other network you or your customers may utilize, including without limitation in connection with the provision of the Webstore Service; or the back up of any of your files or data.

W-6 Pricing and Remittance.

W-6.1 Your Product Pricing and Terms of Sale Generally. You are free to determine the price for each of Your Products listed for sale on your Webstore Site.

W-6.2 Shipping & Handling Charges. You will determine shipping and handling charges for Your Products sold on or through the Webstore Site, but will comply with any shipping and handling charge Program Policies. If Your Product is fulfilled using Fulfillment by Amazon, this section will not apply and the Fulfillment by Amazon Service Terms will apply.

W-6.3 Remittance and Compensation.

W-6.3.1 Fees. You will pay us: (a) applicable Webstore Referral Fees; and (b) the applicable non-refundable Webstore Subscription Fee(s) in advance for each month of the term of this Agreement. **"Webstore Subscription Fee"** means the applicable fee(s) specified on the [Webstore Fee Schedule](#) at the time such fee is payable. With respect to each of Your Transactions: (i) **"Sales Proceeds"** has the meaning set out in the General Terms of this Agreement; and (ii) **"Webstore Referral Fee"** means the applicable percentage of Sales Proceeds from Your Transaction through the Webstore Site specified on the [Webstore Fee Schedule](#) at the time of Your Transaction.

W-6.3.2 Remittance of Sales Proceeds. We will remit to you on a bi-weekly (14-day) (or at our option, more frequent) basis any Webstore Sales Proceeds received by us but not previously remitted to you as of the date that is two (2) business days prior to the date of remittance (the **"Remittance Calculation Date"**), less: (a) the Webstore Referral Fees due for such sums; and (b) any Webstore Subscription Fees due. You will accept our remittances under the previous sentence as payment in full for the sale and shipping and handling of Your Products.

W-6.3.3 Refunds. If you refund money to a customer in connection with Your Transaction, and the refund is routed through us, we will refund to you the amount of the Webstore Referral Fee paid by you to us attributable to the amount of the customer refund (excluding any refunded taxes), less the lower of (a) five dollars (\$5); or (b) twenty percent (20%) of the Webstore Referral Fee, which we may retain as an administrative fee. We will remit any amounts to be refunded by us under this subsection from time to time together with the next remittance to be made by us to you pursuant to [subsection W-6.3.1](#) above.

W-7 Provision and Use of the Webstore Service.

W-7.1 License to the Webstore Service and Amazon Materials. Subject to this Agreement (including, but not limited to, [Section W-7.2](#) (License Restrictions) and [Section W-7.5](#) (Messaging)), we grant you a limited, revocable, non-sublicenseable, non-assignable, non-exclusive and royalty-free license to: (a) access and use the Webstore Service and the Amazon Materials in the manner permitted by this Agreement; (b) install, copy, and use any Amazon Materials we may provide, solely in conjunction with your access to and use and operation of your Webstore Site; (c) use the Amazon Marks solely in conjunction with your use and operation of your Webstore Site and solely in accordance with the [Trademark Usage Guidelines](#); and (d) enable the access to and use of your Webstore Site by customers.

W-7.2 License Restrictions. You may not and may not authorize any other party to do the following to or with the Webstore Service, the Webstore Site or the Amazon Materials: (a) reverse engineer, decompile, or disassemble them; (b) modify or create derivative works based upon them in whole or in part; (c) distribute copies of them; (d) remove any proprietary notices or labels on them; (e) use any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, that the Webstore Service or any Amazon Materials be disclosed, licensed, distributed or otherwise made available to anyone; or (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them. In addition to any other rights or remedies that we may have, any use in violation of this section will immediately terminate your right to use the Webstore Service, the Webstore Site, the Amazon Materials, and the Amazon Marks.

W-7.3 Ownership; Reservation of Rights. You acknowledge and agree that we (or our licensors, as applicable) own all right, title and interest in and to the Webstore Service, the Amazon Materials, and Amazon Marks, and, except as explicitly included in this Agreement, you do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in or to the Webstore Service, the Amazon Materials, any Amazon Marks, or any other intellectual property or technology that we provide or use in connection with the Webstore Service. All licenses not expressly granted in these Webstore Service Terms are reserved and no other licenses, immunity or rights, express or implied are granted by us, by implication, estoppels or otherwise.

W-7.4 URLs.

W-7.4.1 General. Except as provided in [Section W-7.4.2](#), you will be responsible for securing all rights to the URL(s) for the Webstore Site, including maintaining the registration for the URLs with your domain name registrars. You will comply with our requirements regarding the URL(s) and its administration with the registrar so that we can provide the Webstore Service to you. You represent and warrant that the URLs used in connection with the Webstore Site does not violate any intellectual property rights or any other proprietary rights of any person. Except in connection with any URL provided by us as described in [Section W-7.4.2](#), you will not include "amazon", or any other Amazon Mark or any variation or similar misspelling in any URL used in connection with the Webstore Site, or otherwise.

W-7.4.2 Amazon Provided URL. We may provide you with a URL to use in connection with your Webstore Site. If you choose to use it you will comply with our requirements for its administration.

W-7.5 Messaging. We will have the right to determine the use of any Amazon Marks and any messaging or notice on the Webstore Site, for example, we will control how our role in processing orders and payments is explained to the customer, and (if applicable) how our "A-to-z Guarantee" is described. The Webstore Site will also display privacy and customer account use and creation messaging, which will include any terms we may require. At a minimum, you will ensure that your privacy policy discloses that you use third party service providers to provide your Webstore Site and that your third party service providers will have access to customer information. Should we allow or require you to include any Amazon Marks or messaging, you will do so strictly in accordance with instructions we provide to you.

W-8 Effect of Termination.

Upon any termination of the term of this Agreement or these Webstore Service Terms, all rights and obligations of the parties under these Webstore Service Terms will terminate, except that: the rights and obligations of the parties under Sections W-2, W-3, W-4, W-5, W-6 and W-8 with respect to Your Transactions occurring prior to termination will survive such termination. Upon any termination of the term of this Agreement or these Webstore Service Terms, you will immediately cease and discontinue all use of the Amazon Marks.

W-9 Miscellaneous.

Your Representations; Compliance with Laws. In addition to your representation and warranties in Section 5 of the General Terms of this Agreement, you represent and warrant to us that: (a) all of Your Products and their packaging comply and will comply with all applicable marking and labeling requirements required by law; (b) none of Your Products are or will be produced or manufactured, in whole or in part, by child labor or by convict or forced labor; (c) you and all of your subcontractors, agents and suppliers involved in producing or delivering Your Products will strictly adhere to all applicable Laws of the Elected Country, its territories and all other countries where Your Products are produced or delivered, regarding the operation of their facilities and their business and labor practices, including without limitation working conditions, wages, hours and minimum ages of workers; (d) you will not, unless we otherwise agree, redirect any customers or prospective customers from the Webstore Site to any other sales channel, and will not use the Webstore Service for any purpose other than the offer or sale of Your Products as contemplated in this Agreement; (e) Your Materials, Your Products and your offer and subsequent sale of any of the same complies with all applicable Laws (including all marking and labeling requirements) and do not contain any defamatory, obscene or sexually explicit materials (except to the extent expressly permitted under applicable Program Policies); (f) you will ensure that Your Transactions are made at no less than fair value under the antidumping laws of the United States and will otherwise comply with the antidumping laws of the

United States, its territories and of all other countries where Your Products are produced, delivered, or intended to be sold; (g) in connection with the Webstore Service or your Webstore Site, you will not separately ask for or require any customers or prospective customers to provide any credit card, debit card, bank account, or other information related to a payment method; and (h) you will not, without our prior consent, use any third party payment service for the processing of payments for transactions associated with your Webstore Site.

Webstore Definitions

"Amazon Functionality" means all techniques, know-how, features and functionality specific to development of a website presence to display products loaded into the Amazon platform, including the following features and functions: search, browse, product detail display, shopping cart and credit card transaction processing, order/account lookup, and storefront administration & merchandising.

"Amazon Mark" is defined in the [Trademark Usage Guidelines](#).

"Amazon Materials" means: (a) the Amazon Functionality (including, without limitation, all related techniques, know-how, algorithms, materials, specifications and source code); and (b) all Webstore Service-related product information, APIs, and any distinctive trade dress and trade styles (including, without limitation, color schemes), proprietary fonts, and the design, formatting, organization and structure of screens and other elements included within the Webstore Site.

"Amazon Product" means any products that are sold and fulfilled by Amazon (or one of its Affiliates) on its own behalf.

"Amazon Transaction" means the sale of any Amazon Product through the Webstore Site for which Amazon (or its Affiliate) receives Amazon Transaction Revenues.

"Amazon Transaction Revenues" means: (a) the aggregate revenues (excluding taxes, bad debt, gift-wrapping charges, shipping and handling charges, or services charges and credit card processing fees) derived by Amazon and its Affiliates from sales of Amazon Products through the Webstore Site as provided in this Agreement; less (b) any revenues attributable to returned Amazon Products, if such revenues previously were included in "Amazon Transaction Revenues".

"Customer Account Information" means the following non-transaction-specific information you receive from Amazon prior to the expiration or termination of this Agreement with respect to customer accounts created or otherwise used to purchase Your Products on the Webstore Site: customer name, physical address, e-mail address and phone numbers. Notwithstanding the foregoing and for the avoidance of doubt, Customer Account Information does not include: (a) any Webstore Transaction Information; (b) any credit card, other account or identifying number of, or any other information specifically concerning, any payment instrument or method; (c) sign-in credentials; (d) information

that pertains specifically to functionality of the Webstore Site (e.g., personalization settings); or (e) user clickstream information.

"Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (b) The Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.

"Webstore Required Product Information" means with respect to each of Your Products, the following: (a) a description of Your Product; (b) the UPC code (unless we otherwise agree), SKU number for Your Product, and any other identifying information about Your Product that we request; (c) information regarding the in-stock status, shipping availability period or shipping availability date, and Your shipping limitations or requirements (in each case, in accordance with any categorizations we prescribe from time to time); (d) the categorization of Your Product within each applicable Amazon browse structure that we prescribe from time to time; (e) a digitized image of Your Product (provided that you will first remove any logos, text or other marking included on such image except to the extent that such logos, text or other marking actually appear on Your Product); (f) the price for Your Product; (g) any text, disclaimers, warnings, notices, labels or other content required by applicable law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (h) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (i) brand; (j) model; (k) product dimensions; (l) weight; (m) a delimited list of technical specifications; (n) UPC code and SKU number (and other identifying information as Amazon may reasonably request) for accessories related to Your Product that are available in Amazon's catalog; and (o) any other information we reasonably request (e.g., the condition of used or refurbished products).

"Webstore Transaction Information" means the following information you receive from Amazon associated with any orders of Your Product through your Webstore Site: total transaction amount; order ID#; order item code; SKU; product name; quantity; price; and adjustments. Notwithstanding the foregoing and for the avoidance of doubt, Webstore Transaction Information does not include: (a) any Customer Account Information; (b) sign-in credentials; (c) user click-stream information; or (d) any credit card or other account or identifying number of, or any other information specifically concerning, any payment instrument or method.

Fulfillment by Amazon Service Terms

Fulfillment by Amazon ("**FBA**") provides fulfillment and associated services for Your Products.

These FBA Service Terms are part of the Agreement, and, unless specifically provided otherwise, concern and apply only to your participation in FBA. BY REGISTERING FOR OR USING FBA, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY [THE AGREEMENT](#), INCLUDING THESE FBA SERVICE TERMS. You expressly agree that Amazon may engage its Affiliate(s) or a third party in order to complete one or more of the fulfillment and associated services outlined below.

If the Elected Country is Japan, the following applies to you: Notwithstanding anything to the contrary in the Agreement, if there should be any subject matter specified in the "Standard Storage Bailment Terms and Conditions (Hyoujun Soko Kitaku Yakkan – Otsu)" that is not specified in the Agreement, including these FBA Service Terms, upon your request, such provision will be determined by discussion and mutual agreement of the parties.

Fulfillment Services

F-1 Your Products

Once you are accepted into FBA, you must apply to register each product you offer that you wish to include in the FBA program. We may refuse registration in FBA of any product, including on the basis that it is an FBA Excluded Product or that it violates applicable Program Policies. You may at any time withdraw registration of any of Your Products from FBA.

F-2 Product and Shipping Information

You will, in accordance with applicable Program Policies, provide in the format we require accurate and complete information about Your Products registered in FBA, and will provide Fulfillment Requests for any Units fulfilled using FBA that are not sold through an Amazon Site ("**Multi-Channel Fulfillment Units**"). You will promptly update any information about Your Products in accordance with our requirements and as necessary so that the information is at all times accurate and complete.

F-3 Shipping to Amazon

F-3.1 Except as otherwise provided in [Section F-3.4](#) and [Section F-5](#), FBA is limited to Units that are shipped to and from fulfillment centers located within the Elected Country, to be delivered to customers in the Elected Country only. You will ship Units to us in accordance with applicable Program Policies. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance) and Amazon will not pay any shipping costs except as provided in [Section F-3.2](#). You are responsible for payment of all customs, duties, taxes and other

charges. In the case of any improperly packaged or labeled Unit, we may return the Unit to you at your expense (pursuant to Section F-7) or re-package or re-label the Unit and charge you an administrative fee.

F-3.2 You will not deliver to us, and we may refuse to accept, any shipment or Unsuitable Unit. We may return or dispose of any Unsuitable Unit as provided in Section F-7 (and you will be deemed to have consented to such action): (a) immediately if we determine in our sole discretion that the Unit creates a safety, health or liability risk to Amazon, our personnel or any third party; (b) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days after we notify you that the Unit has been recalled; or (c) except as otherwise provided in this Section F-3.2, if you fail to direct us to return or dispose of any Unsuitable Unit within ninety (90) days after we notify you that we are in possession of it. In addition, you will reimburse us for any expenses we incur in connection with any Unsuitable Units.

F-3.3 If the Elected Country is the United States, we may, at our option, allow you to ship Units at your expense (as described in Section F-9.2) to fulfillment centers using discounted shipping rates that we may make available to you for certain carriers. In such event, you will use the processes and supply the information that we require for you to obtain such discounted rates. You also must comply with standard operating procedures, weight and size restrictions, and other shipping requirements of the applicable carriers. If we provide you with the estimated shipping costs prior to shipment, you acknowledge and agree that actual shipping costs may vary from such estimates. In addition, if the weight of the Unit, as determined by the applicable carrier, differs from that submitted by you to us for purposes of determining the estimated shipping costs, then: (a) you may be charged more than the estimated shipping costs if the carrier determines that such Unit weighs more than as submitted by you; or (b) you may be charged the full amount of the estimated shipping costs even if the carrier determines the weight to be less than that submitted by you. You will not use our carrier account information (e.g., carrier account number, amount of shipping rates, etc.) for any purpose, nor disclose such information to any third party, and you will protect such information as Amazon's confidential information in accordance with Section 11 of the General Terms of this Agreement. As between you, us and our carrier, you will be the shipper of record, and we will be the payer of record with respect to all Units shipped to us using such discounted rates. Title and risk of loss for any Unit shipped using discounted rates provided by us under this Section will remain with you, and our provision of such shipping rates will not create any liability or responsibility for us with respect to any delay, damage or loss incurred during shipment. You authorize the applicable carrier to provide us with all shipment tracking information.

F-3.4 If you ship Units from outside the Elected Country to fulfillment centers, you will list yourself as the importer/consignee and nominate a customs broker. If Amazon is listed on any import documentation, Amazon reserves the right to refuse to accept the Units covered by the import documents and any costs assessed against or incurred by Amazon will be collected from Your Bank Account, deducted from amounts payable to you, or by other method at our election.

F-4 Storage

We will provide storage services as described in these FBA Service Terms once we confirm receipt of delivery. We will keep electronic records that track inventory of Units by identifying the number of Units stored in any fulfillment center. We will not be required to physically mark or segregate Units from other inventory units (e.g., products with the same Amazon standard identification number) owned by us, our Affiliates or third parties in the applicable fulfillment center(s). If we elect to commingle Units with such other inventory units, both parties agree that our records will be sufficient to identify which products are Units. We may move Units among facilities. If there is a loss of or damage to any Units while they are being stored, we will, as your sole remedy, reimburse you in accordance with the [FBA Guidelines](#), and you will, at our request, provide us a valid tax invoice for the compensation paid to you. If we reimburse you for a Unit, we will be entitled to dispose of the Unit pursuant to [Section F-7](#). This reimbursement is our total liability for any duties or obligations that we or our agents or representatives may have as a bailee or warehouseman, and your only right or remedy that you may have as a bailor. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of Units of Your Product(s) specified by you for such shipment; or (c) waive, limit or reduce any of our rights under this Agreement. We reserve the right to impose, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of your inventory in fulfillment centers, and you will comply with any of these restrictions or limitations.

F-5 Fulfillment

As part of our fulfillment services, we will ship Units from our inventory of Your Products to the shipping addresses in the Elected Country included in valid customer orders, or submitted by you as part of a Fulfillment Request. We may ship Units together with products purchased from other merchants, including any of our Affiliates. We also may ship Units separately that are included in a single Fulfillment Request. If you elect to participate in our export fulfillment services, we will also ship Your Products that we determine to be eligible (each, a **"Foreign-Eligible Product"**) to Foreign Addresses within countries we determine to be eligible for foreign shipments, subject to the additional terms on foreign shipments in the applicable [FBA Guidelines](#).

F-6 Customer Returns

F-6.1 You will be responsible for and will accept and process returns of, and provide refunds and adjustments for, any Multi-Channel Fulfillment Units in accordance with the Agreement (including the applicable Program Policies).

F-6.2 We will receive and process returns of any Amazon Fulfillment Units that were shipped to addresses within the Elected Country in accordance with the terms of your Seller Agreement, these FBA Service Terms and the Program Policies. Any Sellable Units that are also Amazon Fulfillment Units and that are properly returned will be placed back into the inventory of Your Products in the FBA Program. We may fulfill customer orders for Your Products with any returned Amazon Fulfillment Units. Except as provided in Section F-7, you will retake title of all Units that are returned by customers.

F-6.3 Except as provided in Section F-5, we will, at your direction, either return or dispose of any Selling on Amazon Unit that is returned to us and that we determine is an Unsuitable Unit as provided in Section F-7. Without limitation of our rights under Section F-7.1, we may elect to return or dispose of that Unsuitable Unit as provided in Section F-7, and you will be deemed to have consented to our election if you fail to direct us to return or dispose of the Unsuitable Unit within ninety (90) days after we notify you of the Unsuitable Unit.

F-6.4 If Amazon receives a customer return of a Multi-Channel Fulfillment Unit, you will direct us to return or dispose of the Unit at your own cost failing which we may dispose of the Unit as provided in Section F-7.

F-7 Returns to You and Disposal

F-7.1 You may, at any time, request that Units be returned to you. We may return Units to you for any reason, including upon termination of these FBA Service Terms. These returned shipments will be sent to your designated shipping address that is within the Elected Country (or, at Amazon's sole discretion, your designated shipping address). If the address we have for you is outdated, incorrect or outside the Elected Country, or if we cannot make arrangements for you to pay for the return shipment, the Unit(s) will be deemed abandoned and we may elect to dispose of the Unit(s) as provided in this Agreement.

F-7.2 You may, at any time, request that we dispose of Units. We may dispose of any Unit we are entitled to dispose of in the manner we prefer. Title to each disposed Unit will transfer to us at no cost to us as necessary for us to dispose of the Unit, and we will retain all proceeds, if any, received from the disposal of any Unit.

F-7.3 You will promptly notify us of any recalls or threatened recalls of any of Your Products and cooperate and assist us in connection with any recalls, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your Affiliates incur in connection with any recall or threatened recall of any of Your Products (including the costs to return, store, repair, liquidate or deliver to you or any vendor any of these products).

F-8 Customer Service

F-8.1 For Multi-Channel Fulfillment Units we will have no customer service obligations other than to pass any inquiries to your attention at the contact you provide, and to make available a reasonable amount of information regarding the status of the fulfillment of Your Products if you request it and if and to the extent we possess the requested information. You will ensure that all of your policies and messaging to your customers regarding shipping of Your Products and other fulfillment-related matters, reflect our policies and requirements, including with regard to shipping methods, returns and customer service; and, you will conspicuously display on your website(s), in emails or in other media or communications any specific disclosures, messaging, notices, and policies we require.

F-8.2 We will be responsible for and have sole discretion regarding all customer service issues relating to packaging, handling and shipment and customer returns, refunds and adjustments related to Amazon Fulfillment Units. We will have the right to determine whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfillment Unit and to require you to reimburse us where we determine you have responsibility in accordance with the Agreement (including these FBA Service Terms and the Program Policies). Except as provided in this Section F-8 regarding any Amazon Fulfillment Units, customer service will be handled in accordance with your Seller Agreement.

F-8.3 In situations relating to Amazon Fulfillment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents or contractors, we will, as your sole and exclusive remedy and at our option: (a) for any Amazon Fulfillment Unit, (i) ship a replacement Unit to the customer and reimburse you in accordance with the FBA Guidelines for the replacement Unit, or (ii) process a refund to the customer and reimburse you in accordance with the FBA Guidelines for the Unit; or (b) for any Multi-Channel Fulfillment Unit, reimburse you in accordance with the FBA Guidelines for the Unit (and you will, at our request, provide us a valid tax invoice for the compensation paid to you). Any customer refund will be processed in accordance with the Selling on Amazon and the Transaction Processing Service Terms (if the Elected Country for a Service is the United States). Notwithstanding the Selling on Amazon Service Terms, we will be entitled to retain the applicable fees payable to us under the Selling on Amazon Service Terms and these FBA Service Terms, respectively. Except as expressly provided in this Section F-8.3, you will be responsible for all costs associated with any replacement or return.

F-8.4 If we provide a replacement Unit or refund as described in Section F-8.3 to a customer and that customer returns the original Unit to us, we will be entitled to dispose of the Unit pursuant to Section F-7, or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with Section F-6. If we do put a Unit back into your inventory, you will reimburse us for the applicable Replacement Value (as described in the FBA Guidelines) of the returned Unit. Any replacement Unit shipped by us under these FBA Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the

applicable Amazon Site or Service in accordance with, and subject to, the terms and conditions of this Agreement and your Seller Agreement.

F-9 Compensation for Fulfillment Services

F-9.1 Handling and Storage Fees. You will pay us the applicable fees described in the applicable Fulfillment by Amazon [Fee Schedule](#). You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at a fulfillment center and is available for fulfillment by Amazon (or in the case of any Unsuitable Unit, the arrival day (up to midnight)), until the earlier of: (a) the day (up to midnight) we receive a valid customer order for such product or a request from you to return or dispose of the Unit; or (b) the day (up to midnight) we actually ship the Unit to your designated return location or dispose of the Unit.

F-9.2 Shipping and Gift Wrap. For any Amazon Fulfillment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfill through the FBA Program. As between you and us, these charges will be your charges to the customer, and we will report them to you. We will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. In the case of shipments of Units sold through the Amazon Site that qualify for the "Free Shipping" promotion, the amounts charged to the customer for shipping the Selling on Amazon Units that Amazon fulfills will first be charged to the customer and will next be deducted from the total charges to the customer as your promotion and Amazon will not charge you the fee described above. If the Elected Country is the United States and you ship Units to us using the shipping rates that we may make available pursuant to [Section F-3.3](#), you will reimburse us for the actual amounts charged to us by the applicable carrier for such shipments.

F-9.3 Proceeds. We may keep all proceeds of any Units that we dispose of or to which title transfers, including returned, damaged or abandoned Units. You will have no security interest, lien or other claim to the proceeds that we receive in connection with the sale, fulfillment and/or shipment of these Units.

F-10 Indemnity

In addition to your obligations under [Section 6](#) of the General Terms of this Agreement, you also agree to indemnify, defend and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives and agents against any Claim that arises from or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to [Section F-4](#) regardless of whether such Unit is the actual item you originally sent to us), including any personal injury, death or property damage; (b) the shipment, export or delivery of Your Products to Foreign Addresses (including with respect to any classification data and other information provided by you to us in connection therewith, and notwithstanding any rights we have under [Section F-5](#) or any certifications we may make in connection with the shipment, export or delivery of Your

Products); (c) any of Your Taxes or the collection, payment or failure to collect or pay Your Taxes; and, if applicable (d) any sales, use, value added, personal property, gross receipts, excise, franchise, business or other taxes or fees, or any customs, duties or similar assessments (including penalties, fines or interest on any of the foregoing) imposed by any government or other taxing authority in connection with the shipment of Foreign-Eligible Products to Foreign Addresses (collectively, **"Foreign Shipment Taxes"**).

F-11 Release

You, on behalf of yourself and any successors, subsidiaries, Affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, through, under or in concert with them (collectively, the **"Releasing Parties"**), irrevocably acknowledge full and complete satisfaction of and unconditionally and irrevocably release and forever fully discharge Amazon and each of our Affiliates, and any and all of our and their predecessors, successors, and Affiliates, past and present, as well as each of our and their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under or in concert with any of them (collectively, the **"Released Parties"**), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, **"Losses"**) which the Releasing Parties now own or hold or at any time have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to the shipment, export or delivery of Your Products to Foreign Addresses, including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses, WHETHER IN TORT, PRODUCT LIABILITY, CONTRACT, WARRANTY OR OTHERWISE, against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for or use FBA, which the Releasing Parties are giving up by agreeing to these FBA Service Terms. It is your intention in agreeing to these FBA Service Terms that these FBA Service Terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them. In addition to the foregoing, you acknowledge, on behalf of yourself and all other Releasing Parties that you are familiar with Section 1542 of the Civil Code of the State of California, as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You, on behalf of yourself and all other Releasing Parties, expressly waive and relinquish any rights that you had or may have under Section 1542 of the Civil Code of the State of California or any similar

provision of the law of any other jurisdiction, to the full extent that you may lawfully waive all such rights pertaining to the subject matter of these FBA Service Terms.

F-12 Disclaimer

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE GENERAL TERMS OF THIS AGREEMENT, WE DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE OR OTHERWISE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS.

F-13 Effect of Termination

Following any termination of the Agreement or these FBA Service Terms in connection with a particular Elected Country, we will, as directed by you, return to you or dispose of the Units held in that Elected Country as provided in Section F-7. If you fail to direct us to return or dispose of the Units within ninety (90) days after termination, then we may elect to return and/or dispose of the Units in whole or in part, as provided in Section F-7, and you will be deemed to have consented to this. Upon any termination of these FBA Service Terms in connection with a particular Elected Country, all rights and obligations of the parties under these FBA Service Terms in connection with such Elected Country will be extinguished, except that the rights and obligations of the parties under Sections F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-11, F-12 and F-13 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

F-14 Tax Matters

You understand and acknowledge that storing Units at fulfillment centers may create tax nexus for you in any country, state, province, or other localities in which your Units are stored, and you will be solely responsible for any taxes owed as a result of such storage. If any Foreign Shipment Taxes or Your Taxes are assessed against us as a result of performing services for you in connection with the FBA Program or otherwise pursuant to these FBA Service Terms, you will be responsible for such Foreign Shipment Taxes and Your Taxes and you will indemnify and hold Amazon harmless from such Foreign Shipment Taxes and Your Taxes as provided in Section F-10 of these FBA Service Terms.

F-15 Additional Representation

In addition to your representations and warranties in Section 5 of the General Terms of this Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labeling and other requirements required by Law; (d) no Unit is or

will be produced or manufactured, in whole or in part, by child labor or by convict or forced labor; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws of the Elected Country, its territories and all other countries where Units are produced or delivered, regarding the operation of their facilities and their business and labor practices, including working conditions, wages, hours and minimum ages of workers; and (f) that all Foreign-Eligible Products (i) can be lawfully exported from Canada, Japan, or the United States, as applicable, without any license or other authorization; and (ii) can be lawfully imported into, and comply with all applicable Laws of, any eligible country.

FBA Definitions

"Amazon Fulfillment Units" means Units fulfilled using FBA that are sold through an Amazon Site. For avoidance of doubt, if you have successfully registered for or used both the FBA and Selling on Amazon Services, then the term "Amazon Fulfillment Units" and the defined term "Amazon Fulfilled Products" in the Selling on Amazon Service Terms both refer to the same items.

"FBA Excluded Product" means any Unit that is an Excluded Product, or is otherwise prohibited by the applicable [Program Policies](#).

"Foreign Address" means (a) if the Elected Country is the United States, any mailing address that is not (i) within the fifty states of the United States or Puerto Rico, or (ii) an APO/FPO address; and (b) if the Elected Country is not the United States, any mailing address that is not within the Elected Country.

"Fulfillment Request" means a request that you submit to us (in accordance with the standard methods for submission prescribed by us) to fulfill one or more Multi-Channel Fulfillment Units.

"Multi-Channel Fulfillment Units" has the meaning in [Section F-2](#).

"Sellable Unit" means a Unit that is not an Unsuitable Unit.

"Seller Agreement" means the Selling on Amazon Service Terms, the Merchants@ Program Agreement, the Marketplace Participation Agreement, any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to offer products and services via a particular Amazon Site.

"Shipping Information" means with respect to any purchased Unit(s), the following information: the name of the recipient, the shipping address, the quantity of Units to be shipped, and any other shipping-related information we may reasonably request.

"Unit" means a unit of Your Product that you deliver to Amazon in connection with the FBA Program.

"Unsuitable Unit" means a Unit: (a) that is defective, damaged, or lacking required label(s); (b) the labels for which were not properly registered with Amazon before shipment or do not match the product that was registered; (c) that is an FBA Excluded Product or does not comply with the Agreement (including applicable Program Policies); (d) that Amazon determines is unsellable or unfulfillable; or (e) that Amazon determines is otherwise unsuitable.

Product Ads Service Terms

Amazon Product Ads, including Amazon Sponsored Products ("**Product Ads**"), is a Service that allows you to advertise Your Products on Amazon Network Properties.

These Product Ads Service Terms are part of the Agreement, and, unless specifically provided otherwise, concern and apply only to your participation in Product Ads. BY REGISTERING FOR OR USING PRODUCT ADS, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE PRODUCT ADS SERVICE TERMS.

PA-1 Product Ads

Your Product Ads may be displayed or made available on Amazon Network Properties as we determine. We do not guarantee that Your Product Ads will be displayed or made available on any Amazon Network Property, or that Your Product Ads will appear in any particular position or rank. Notwithstanding any other provision of the Agreement, we may in our sole discretion restrict, modify or otherwise determine the content, appearance, design, functionality and all other aspects of Your Product Ads, and we may remove any of Your Product Ads without notice. Except to the extent expressly stated in the Agreement, you are solely responsible for all obligations, risks and other aspects pertaining to the sale of any products referred to in Your Product Ads, including order processing, order fulfillment, returns, refunds, recalls, misdelivery, theft, customer service, and collection of taxes. In addition, you are solely responsible for all ad content, URLs and any other information you submit to us in connection with Your Product Ads, and the websites and/or other properties to which Your Product Ads direct users (other than the Amazon Site).

We may use mechanisms that rate, or allow users to rate, Your Products and/or your performance, and we may make these ratings and feedback publicly available. We may use any means we determine necessary to review and monitor Your Product Ads to improve our service and ad quality.

PA-2 Product Information

You will, in accordance with applicable Program Policies, provide, in the format we require, accurate and complete information for each of Your Product Ads. You will update this information as necessary to ensure that it is at all times accurate and complete. You will not provide any information for, or otherwise seek to advertise for sale on any Amazon Network Property, any products that are unlawful or are otherwise prohibited by applicable Program Policies.

PA-3 Product Ads Requirements

Using the highest industry standards, you will treat users and customers who link to your products via any of Your Product Ads with courtesy and respect during all stages of the buying process and resolve to our and their satisfaction in a timely and professional manner any related customer service matters

we or they bring to your attention. You will ensure that Your Materials and your advertisement, offer, sale and fulfillment of Your Products comply with all applicable Laws and Program Policies. You will not, directly or indirectly, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with your participation in Product Ads, including: (a) sending multiple listings of identical products in the same feed or sending multiple feeds under different accounts; (b) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise; (c) collecting any user information from any Amazon Network Property or retrieving, extracting, indexing or caching any portion of any Amazon website or services or the websites or services of our Affiliates, whether through the use of automated applications or otherwise; (d) targeting communications of any kind on the basis of the intended recipient being a user of any Amazon Network Property; (e) interfering with the proper working of any Amazon Network Property, Product Ads or our systems; or (f) attempting to bypass any mechanism we use to detect or prevent any of the activities described in this paragraph.

PA-4 Payment and Tax Matters

You will pay us the applicable fee per Click. The per Click fee will be determined solely by Amazon based on the amount you bid for each of Your Product Ads, consistent with any applicable product category minimums and Program Policies. You agree to pay us the applicable fees we calculate for your use of the Product Ads Service in the applicable Local Currency only. In addition to any other means permitted by the Agreement, we may collect the applicable fees: (a) in accordance with the payment ladder described in the Program Policies; and (b) on a recurring monthly basis for any remaining unpaid fees accrued after the last ladder payment charged each month. If we choose to invoice you for amounts due to us under the Agreement, you will pay the invoiced amounts within 30 days of the date of the applicable invoice. We may require payment of interest at the rate of 1.5% per month or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until paid in full. You will reimburse us for all fees incurred in connection with our collection of amounts payable and past due. You waive all claims related to the fees we charge (including fees based on suspected invalid Clicks on or invalid impressions of Your Product Ads), unless claimed within 60 days after the date charged. You understand third parties may generate impressions or Clicks on Your Product Ads for improper purposes and you accept this risk. Your sole and exclusive remedy for any suspected invalid impressions or Clicks is to request advertising credits within the timeframe set out above.

PA-5 Effect of Termination

Upon any termination of the term of the Agreement or these Product Ads Service Terms, all rights and obligations of the parties under these Product Ads Service Terms will terminate, except that Sections PA-1, PA-2, PA-4, PA-5, PA-6 and PA-7 will survive termination.

PA-6 Agents

If you are an Agent: (a) you represent and warrant that you have been appointed as an agent of a Product Ads Participant, that you are duly authorized to enter into this Agreement on behalf of the Product Ads Participant and have full power and authority to bind the Product Ads Participant to this Agreement, and that the Agreement including these Product Ads Service Terms will be enforceable against the Product Ads Participant in accordance with its terms; (b) you will, upon our request, provide us written confirmation of the agency relationship between you and the Product Ads Participant, including, for example, the Product Ads Participant's express acknowledgment that you are its Agent and are authorized to act on its behalf in connection with Product Ads; (c) except as set forth in the Agreement, you will not make any representation, warranty, promise or guarantee about Product Ads, us or your relationship with us; (d) you will perform your duties pursuant to the Agreement including these Product Ads Service Terms in a professional manner consistent with any requirements we may establish; (e) you will not at any time use information received in connection with Product Ads to conduct any marketing efforts targeted at our existing advertisers or Product Ads Participants; and (f) you and the Product Ads Participant are each responsible for all payment obligations under these Product Ads Service Terms, and you and the Product Ads Participant each waive any rights that might require us to proceed against one or more of you prior to proceeding against the other.

PA-7 Miscellaneous

PA-7.1 Representations

In addition to your representations and warranties in Section 5 of the Agreement, you represent and warrant to us that: (a) on any website to which Your Product Ads link (other than on the Amazon Site), you will at all times post and comply with a privacy policy that complies with all applicable Laws; and (b) Your Materials and any information displayed on your website or on any website to which Your Product Ads link (for the Amazon Site, only to the extent such information is based on Your Materials) comply with all applicable Laws (including all marking and labelling requirements) and do not contain any false, misleading, infringing, defamatory, obscene or sexually explicit materials (except to the extent expressly permitted under applicable Program Policies).

PA-7.2 Indemnification

In addition to your obligations under Section 6 of the Agreement, you agree to indemnify, defend and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives and agents against any Claim arising from or related to: (a) your participation in Product Ads, including the display of any of Your Product Ads, any website, Content, data, materials or other items or information to which Your Product Ads link, and any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing; and (b) if you are an Agent, any breach or alleged breach of your representations and warranties set forth in these Product Ads Service Terms.

PA-7.3 Disclaimers

IN ADDITION TO THE DISCLAIMERS IN SECTION 7 OF THE AGREEMENT, WE AND OUR AFFILIATES DISCLAIM AND YOU WAIVE ALL CLAIMS REGARDING ANY GUARANTEES ABOUT TIMING, POSITIONING, ADJACENCY, PERFORMANCE, QUANTITY OR QUALITY OF (AS APPLICABLE): PLACEMENTS, TARGETING, IMPRESSIONS, CLICKS, CLICK RATES, CONVERSION RATES, AUDIENCE SIZE, DEMOGRAPHICS OR ADVERTISING COSTS.

Product Ads Definitions

"Agent" means an advertising agency or other person or entity who represents a Product Ads Participant.

"Amazon Network Properties" means: (a) the Amazon Site; (b) any website, device, service, feature or other online point of presence operated by Amazon or any of our Affiliates; and (c) any Amazon Associated Properties.

"Click" means each time a user clicks on any of Your Product Ads as determined solely by Amazon.

"Product Ads Participant" means any person or entity enrolled in Product Ads by you if you are the Agent of that person or entity.

"Your Product Ads" means any advertisement for Your Product based upon Your Materials that is displayed through Product Ads.

Transaction Processing Service Terms

BY REGISTERING FOR OR USING ANY SERVICE OTHER THAN PRODUCT ADS FOR WHICH THE ELECTED COUNTRY IS THE UNITED STATES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THESE TRANSACTION PROCESSING SERVICE TERMS FOR THAT SERVICE. **NOTWITHSTANDING THE FOREGOING, IF A SEPARATE AGREEMENT GOVERNS THE OFFER, SALE OR FULFILLMENT OF YOUR PRODUCTS ON THE US AMAZON SITE, THE TERMS OF THAT AGREEMENT WILL CONTINUE TO GOVERN THE PROCESSING OF YOUR TRANSACTIONS TO THE EXTENT DESCRIBED IN THAT AGREEMENT.**

P-1 Payments Processing Agency Appointment

You authorize Amazon Payments, Inc. ("**Amazon Payments**") to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions, receiving and holding Sales Proceeds on your behalf, remitting Sales Proceeds to your Bank Account, charging your Credit Card, and paying Amazon and its Affiliates amounts you owe in accordance with this Agreement or other agreements you may have with Amazon Affiliates. Amazon Payments provides the services described in these Transaction Processing Service Terms and the related services described in Sections S-1.4, S-2.2, S-6, W-3.2, W-3.3, W-3.4, W-6.3.2, W-6.3.3, W-7.5, and F-8.3 of the Agreement (collectively, the "**Transaction Processing Services**").

When a buyer instructs us to pay you, you agree that the buyer authorizes and orders us to commit the buyer's payment (less any applicable fees or other amounts we may collect under this Agreement) to you. You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. We will remit funds to you in accordance with this Agreement.

P-2 Remittance

Amazon Payments will remit funds to you in accordance with Sections S-6 and W-6.3.2 of the Agreement and these Transaction Processing Service Terms. Amazon Payments' obligation to remit funds collected by it on your behalf is limited to funds that have actually been received by Amazon Payments less amounts owed to Amazon, subject to chargeback or reversal or withheld for anticipated claims in accordance with this Agreement. Without limiting Amazon's rights to collect any amounts you owe, including as described in Section 2 of the General Terms of this Agreement, Amazon Payments' receipt of Sales Proceeds discharges your obligation to pay applicable fees and other amounts under this Agreement to the extent the Sales Proceeds equal or exceed the fees and other amounts you owe and the Sales Proceeds are applied to the payment of those fees and amounts.

P-3 Your Funds

Your Sales Proceeds will be held in an account with Amazon Payments (a "**Seller Account**") and will represent an unsecured claim against Amazon Payments. Your Sales Proceeds are not insured by the

Federal Deposit Insurance Corporation. Prior to disbursing funds to you, Amazon Payments may combine Sales Proceeds held with the funds of other users of the Services, invest them, or use them for other purposes permitted by applicable Laws. You will not receive interest or any other earnings on any Sale Proceeds. To the extent required by applicable Laws, Amazon Payments will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.

P-4 Verification

We may at any time require you to provide any financial, business or personal information we request to verify your identity. You authorize us to obtain from time to time consumer credit reports to establish or update your Seller Account or in the event of a dispute relating to this Agreement or the activity under your Seller Account. You agree to update all Seller Account information promptly upon any change. The [Amazon Payments Privacy Notice](#) applies to your use of the Transaction Processing Services.

P-5 Dormant Accounts

If there is no activity (as determined by us) in connection with your Seller Account for the period of time set forth in applicable unclaimed property laws and we hold Sales Proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Seller Account open and maintaining the Sales Proceeds in your Seller Account. If you do not respond to our notice(s) within the time period we specify, we will send the Sales Proceeds in your Seller Account to your state of residency, as determined by us based on the information in your Seller Account. If we are unable to determine your state of residency or your Seller Account is associated with a foreign country, your funds may be sent to the State of Delaware.

EXHIBIT I

This article applies to selling in: **United States**

[Help](#) / [Program Policies](#) / [Intellectual Property Policy for Sellers](#) / [Amazon Anti-Counterfeiting Policy](#)

Amazon Anti-Counterfeiting Policy

Amazon strives to ensure a trustworthy shopping experience for our customers. By selling on Amazon, you agree that:

- The sale of counterfeit products is strictly prohibited.
- You may not sell any products that are not legal for sale, such as products that have been illegally replicated, reproduced, or manufactured
- You must provide records about the authenticity of your products if Amazon requests that documentation

Failure to abide by this policy may result in loss of selling privileges, funds being withheld, destruction of inventory in our fulfillment centers, and other legal consequences.

More information

- **Sell Only Authentic and Legal Products.** It is your responsibility to source, sell, and fulfill only authentic products that are legal for sale. Examples of prohibited products include:
 - Bootlegs, fakes, or pirated copies of products or content
 - Products that have been illegally replicated, reproduced, or manufactured
 - Products that infringe another party's intellectual property rights
- **Maintain and Provide Inventory Records.** Amazon may request that you provide documentation (such as invoices) showing the authenticity of your products or your authorization to list them for sale. You may remove pricing information from these documents, but providing documents that

have been edited in any other way or that are misleading is a violation of this policy and will lead to enforcement against your account.

- **Consequences of Selling Inauthentic Products.** If you sell inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts), destroy any inauthentic products in our fulfillment centers at your expense, and/or withhold payments to you.
- **Amazon Takes Action to Protect Customers and Rights Owners.** Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
 - Remove suspect listings.
 - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- **Reporting Inauthentic Products.** We stand behind the products sold on our site with our [A-to-z Guarantee](#), and we encourage rights owners who have product authenticity concerns to [notify us](#). We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

Was this article helpful?

☐ Yes ☐ No

Related articles



Amazon Anti-Counterfeiting Policy

[Guidelines for use of the Available at Amazon Badge by Sellers](#)

Need more help?



[See more on Seller Central](#)

[Visit Seller Forums](#)



Reach Hundreds of Millions of Customers

[Start Selling On Amazon](#)

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EXHIBIT J



Arent Fox LLP / Attorneys at Law
Los Angeles, CA / New York, NY / San Francisco, CA / Washington, DC
www.arentfox.com

April 2, 2019

VIA EMAIL to kaitlynpanshoes@gmail.com;
younboots@gmail.com; panhao73@gmail.com

VIA FEDERAL EXPRESS

Jing Li and Hao Pan
Kaitlyn Pan Group LLC
344 Main Street, Suite 202A
Mount Kisco, New York 10549

Anthony V. Lupo

Partner
202.857.6353 DIRECT
202.857.6395 FAX
anthony.lupo@arentfox.com

Re: Unauthorized Use of Valentino S.p.A.'s Intellectual Property

Dear Ms. Li and Mr. Pan:

This law firm represents Valentino S.p.A. ("Valentino") with respect to intellectual property matters. We are writing regarding the sale of shoes by your company Kaitlyn Pan Group LLC ("Kaitlyn Pan") and Jane's International Trading LLC, that copy Valentino's distinctive and iconic Rockstud designs ("Rockstud Designs"). The sale of such products infringes Valentino's intellectual property rights and is a violation of state and federal law.

As you are certainly aware, since 1960, Valentino has been synonymous with high fashion apparel and merchandise worn by the rich and famous and endorsed by movie stars and celebrities. Among Valentino's most popular and recognizable products are its shoes featuring the Rockstud Designs, which it sells in the United States and around the world. Since they were introduced in 2010, shoes featuring the Rockstud Designs have consistently sold out and been photographed on countless celebrities while earning extensive critical review and acclaim. By virtue of Valentino's extensive use, sale, and promotion of the distinctive Rockstud Designs, the Designs have become well-known and instantly recognizable to consumers as distinctive symbols of Valentino's goodwill. In addition, within its wide intellectual property rights portfolio, Valentino owns several registered designs that are used in connection with its well-known and best-selling products, including all rights on the Rockstud Designs, which have been registered as International registered design under No. DM/090 227, as well as U.S. Design Patent Nos. D740,000; D764,777; D779,796; and D738,599.

Valentino recently became aware that Kaitlyn Pan is selling shoes that feature designs that are identical to Valentino's protected Rockstud Designs ("Infringing Shoes"). The Infringing Shoes

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555 West Fifth Street, 48th Floor
Los Angeles, CA 90013-1065
T 213.629.7400 F 213.629.7401

1675 Broadway
New York, NY 10019-5820
T 212.484.3900 F 212.484.3990

55 Second Street, 21st Floor
San Francisco, CA 94105-3470
T 415.757.5500 F 415.757.5501

1717 K Street, NW
Washington, DC 20006-5344
T 202.857.6000 F 202.857.6395

are available on Kaitlyn Pan's website (<https://kaitlynpanshoes.com/>) and the Kaitlyn Pan Amazon Store (https://www.amazon.com/stores/node/13736310011?encoding=UTF8&field-lbr_brands_browse-bin=Kaitlyn%20Pan&ref=w_bl_sl_ap_sh_web_13736310011). *See **Exhibit A***.

The close similarity between the Infringing Shoes and Valentino's protected Rockstud Designs leaves little doubt that the Infringing Shoes reproduce the strong individual character of the Rockstud Designs, in particular the distinctive configuration, alternation, and placement of studs on the straps and/or shoe profiling. Indeed, it is clear from the numerous consumer comments remarking on the striking similarities between the Infringing Shoes and the Rockstud Designs that the Infringing Shoes were specifically created to play off Valentino's goodwill and to create an association in consumer's minds between Valentino's Rockstud Designs and the Infringing Shoes.

Valentino has not authorized the use of the Rockstud Designs, or imitations thereof, on or in connection with the Infringing Shoes. Such use of a confusingly similar design element on these shoes is likely to lead consumers to mistakenly believe that Valentino is the source of, or otherwise affiliated with, these products, when such is not the case, in violation of state and federal intellectual property laws.

Therefore, the reproduction on the Infringing Shoes of all the individual features claimed by Valentino in the Rockstud Designs amounts to a clear infringement of Valentino's rights in the Rockstud Designs.

For these reasons, Valentino demands that you confirm in writing, **by no later than April 16, 2019**, that you will take the following action:

1. Immediately discontinue the unauthorized use of the Rockstud Designs, including by ceasing all manufacturing and sale of the Infringing shoes and removing the Infringing Shoes from your website(s), Amazon.com, social media pages, and all other sales and marketing channels;
2. Provide the details, including company name, contact name, address, and telephone number of your supplier and/or manufacturer (if different) of the Infringing Shoes;
3. Disclose the number of Infringing Shoes sold and the relevant prices;
4. Deliver to Valentino or destroy any unsold inventory of the Infringing Shoes currently within your control or possession, and provide to Valentino proper evidence of the destruction;

Arent Fox

Kaitlyn Pan Group LLC
Page 3

5. Undertake to not engage in any future unlawful use of Valentino's intellectual property, including, but not limited to, the Rockstud Designs and any confusingly similar design elements.

We trust that you desire to resolve this matter amicably and look forward to receiving your written reply.

Nothing contained herein shall be deemed an admission, waiver, or election of remedies, and Valentino reserves all of its rights, at law and equity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony V. Lupo', with a stylized, flowing script.

Anthony V. Lupo

Arent Fox

Kaitlyn Pan Group LLC
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EXHIBIT A

Screen shots from kaitlynpanshoes.com

<https://kaitlynpanshoes.com/collections/studded-slingback-high-heel-pumps>

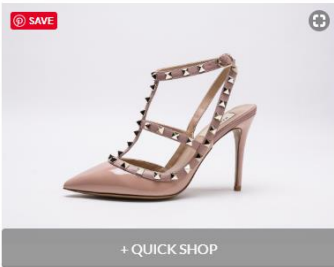
FREE EXPRESS INTERNATIONAL SHIPPING WITH \$100 AND UP, USE CODE FREESHIP.

KAITLYN PAN SHOES

HOMEHIGH HEELMID HEELFLAT HEELCUSTOMIZATION


HIGH HEEL SANDALS

SAVE




+ QUICK SHOP

KAITLYN PAN POINTED TOE STUDDED SLINGBACK HIGH HEEL LEATHER SANDAL PUMPS
KAITLYN PAN
\$ 109.00 \$-169.00



KAITLYN PAN POINTED TOE STUDDED SLINGBACK HIGH HEEL LEATHER SANDAL PUMPS
KAITLYN PAN
\$ 109.00 \$-169.00



KAITLYN PAN POINTED TOE STUDDED SLINGBACK HIGH HEEL LEATHER SANDAL PUMPS
KAITLYN PAN
\$ 109.00 \$-169.00


<https://kaitlynpanshoes.com/collections/mid-heel>

FREE EXPRESS INTERNATIONAL SHIPPING WITH \$100 AND UP, USE CODE FREESHIP.


KAITLYN PAN SHOES

HOMEHIGH HEELMID HEELFLAT HEELCUSTOMIZATION


MID HEEL



TWO TONE BLOCK HEEL SLINGBACK SANDALS
KAITLYN PAN SHOES
\$ 84.99



STUDDED BLOCK HEEL CUT OUT SANDALS
KAITLYN PAN
FROM \$ 79.99 \$-169.00



KAITLYN PAN POINTED TOE STUDDED SLINGBACK KITTEN HEEL LEATHER STRAPPY SANDAL PUMPS
KAITLYN PAN
\$ 109.00 \$-169.00

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Kaitlyn Pan Group LLC
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<https://kaitlynpanshoes.com/collections/ballets-flats>

FREE EXPRESS INTERNATIONAL SHIPPING WITH \$100 AND UP, USE CODE FREESHIP.


KAITLYN PAN SHOES

HOMEHIGH HEEL▼MID HEEL▼FLAT HEEL▼CUSTOMIZATION


BALLETS FLATS



POINTED TOE STUDED BALLERINA LEATHER STRAPPY CAGED FLATS
KAITLYN PAN
\$ 109.00 ~~\$-169.00~~



POINTED TOE STUDED BALLERINA LEATHER STRAPPY CAGED FLATS
KAITLYN PAN
\$ 109.00 ~~\$-169.00~~



KAITLYN PAN POINTED TOE STUDED BALLERINA LEATHER FLATS
KAITLYN PAN
FROM \$ 103.99 ~~\$-169.00~~


<https://kaitlynpanshoes.com/collections/flat-slippers-and-sandals>

FREE EXPRESS INTERNATIONAL SHIPPING WITH \$100 AND UP, USE CODE FREESHIP.


KAITLYN PAN SHOES

HOMEHIGH HEEL▼MID HEEL▼FLAT HEEL▼CUSTOMIZATION


FLAT SLIPPERS AND SANDALS



GENUINE LEATHER CLASSIC CUT OUT KAYLEE SLIPPERS
KAITLYN PAN
\$ 89.99 ~~\$-169.00~~



KAITLYN PAN STUDED THONG BOW JELLY FLIP FLOPS
KAITLYN PAN
\$ 46.99 ~~\$-169.00~~



STUDED STRAPPY FLAT CAGED SANDALS
KAITLYN PAN
\$ 89.99 ~~\$-169.00~~

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Kaitlyn Pan Group LLC
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https://kaitlynpanshoes.com/collections/studded-slingback-high-heel-pumps/products/kaitlyn-pan-pointed-toe-studded-slingback-kitten-heel-leather-strappy-sandal-pumps-11

FREE EXPRESS INTERNATIONAL SHIPPING WITH \$100 AND UP. USE CODE FREESHIP.

KAITLYN PAN SHOES

HOME HIGH HEEL MID HEEL FLAT HEEL CUSTOMIZATION

POINTED TOE STUDDED HIGH HEEL SLINGBACK LEATHER SANDALS

\$ 99.00 ~~\$ 169.00~~

- GENUINE LEATHER UPPER AND INSOLE; RUBBER OUTSOLE
- POINT TOE, ADJUSTABLE SLINGBACKS
- 3.25" (80 MM) HEEL, APPROXIMATELY
- NO AUTHORIZED THIRTY PARTY SELLER SELLING OUR PRODUCTS ANYWHERE ELSE. THE ITEM YOU ORDERED FROM THIRD PARTY SELLER IS NOT OUR PRODUCT. ASK CUSTOMER SERVICES IF YOU HAVE ANY QUESTIONS.

COLOR SIZE GUIDE

Ivory Patent/Nude Straps/Gold Studs

SIZE

5.5US/35EU/35CN

ADD TO CART Buy with PayPal

More payment options

COLLECTIONS: HIGH HEEL, HIGH HEEL SANDALS, MOST POPULAR, NEWLY ARRIVED

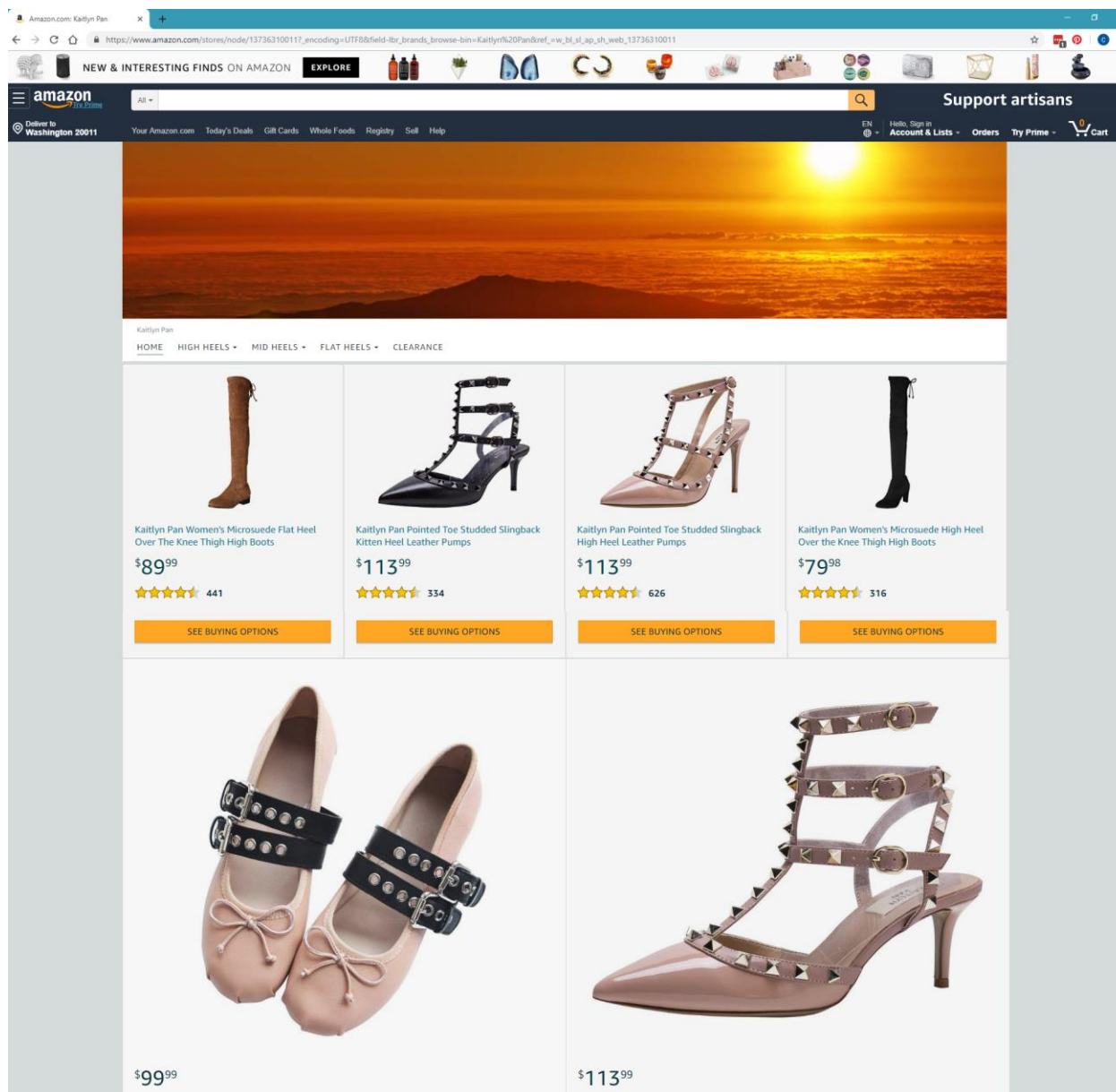
CATEGORY: HEELS, LEATHER, SLINGBACK, STUDDED

TYPE: HEELS

SHARE: [Twitter](#) [Facebook](#) [Pinterest](#) [Google+](#) [Email](#)

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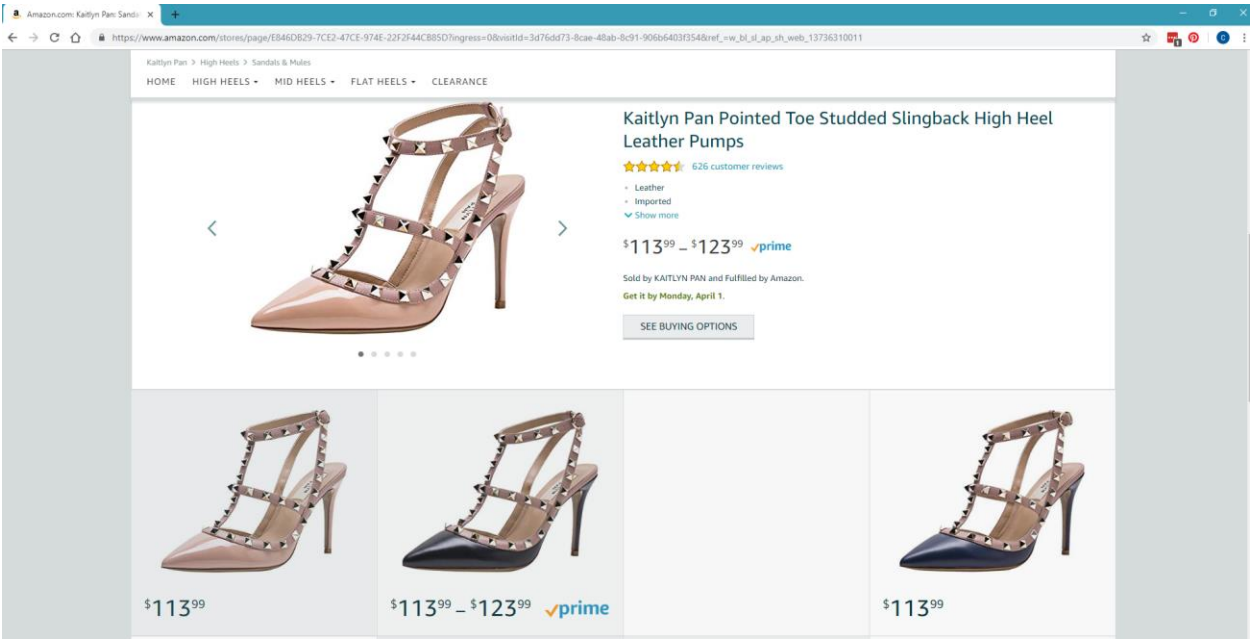
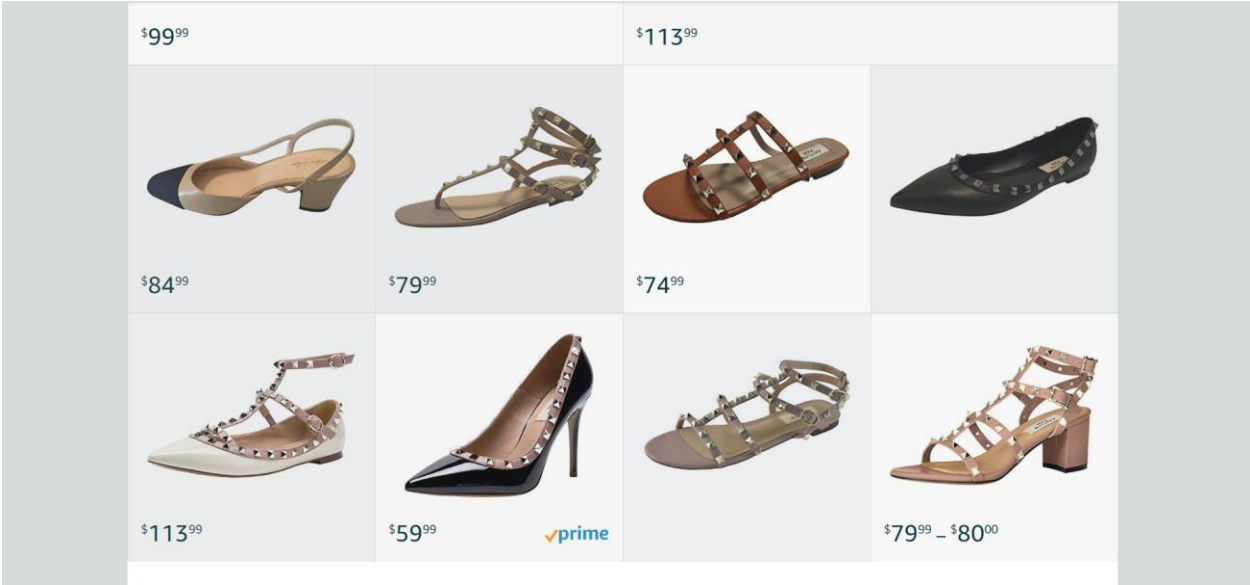
Arent Fox

Kaitlyn Pan Group LLC
Page 7Screen shots from Amazon.com

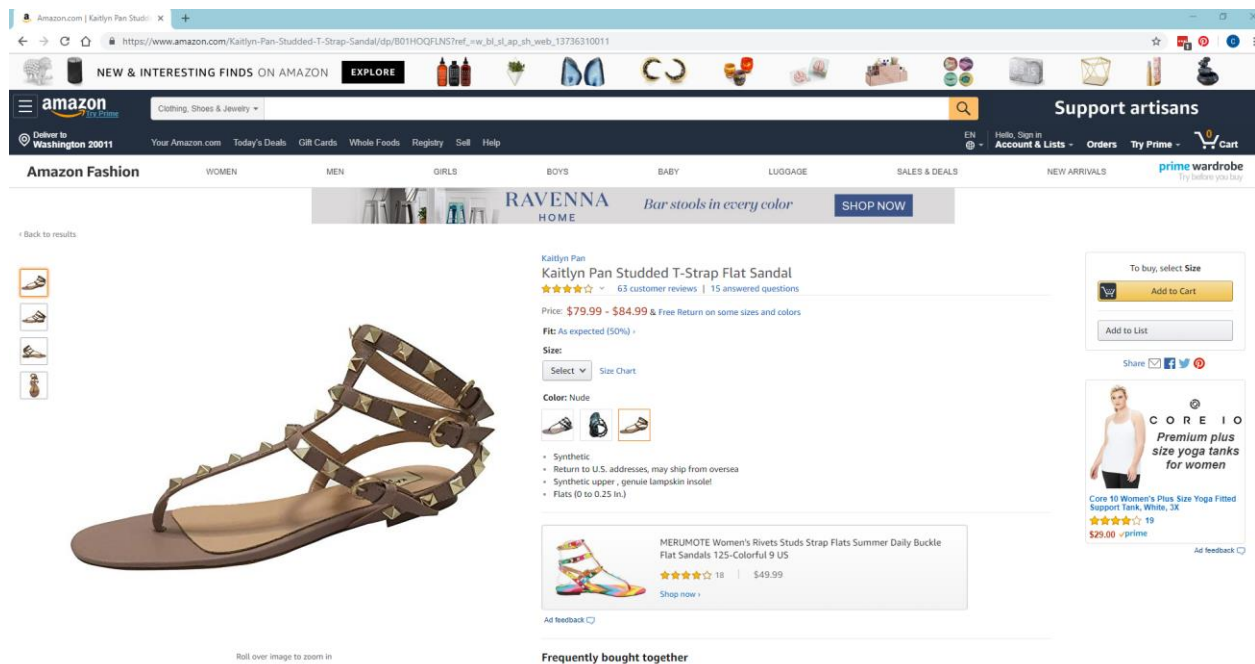
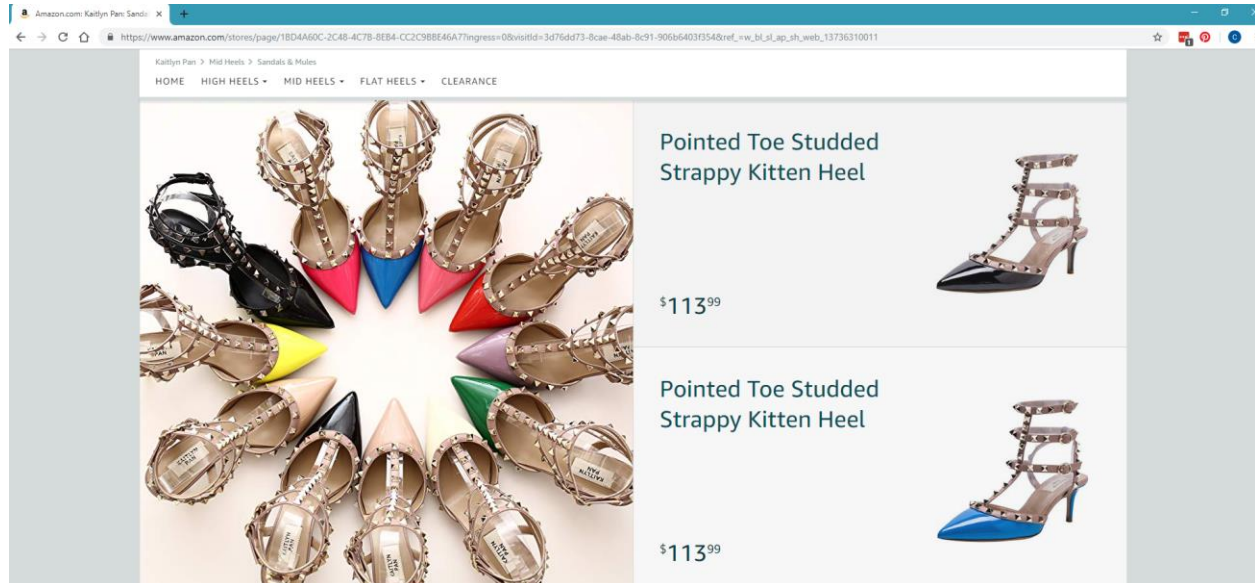
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Kaitlyn Pan Group LLC
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Page 9

AFDOCS/17865059.2

EXHIBIT K

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PTO Form 1478 (Rev 09/2006)

OMB No. 0651-0009 (Exp 02/28/2021)

Trademark/Service Mark Application, Principal Register

Serial Number: 88611397

Filing Date: 09/10/2019

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88611397
MARK INFORMATION	
*MARK	Rock'n Studs by Kaitlyn Pan
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Rock'n Studs by Kaitlyn Pan
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Kaitlyn Pan Group LLC
*STREET	111 BEDFORD RD STE1
*CITY	ARMONK
*STATE (Required for U.S. applicants)	New York
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	10504
EMAIL ADDRESS	uspto@trademarks411.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	New York
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	018
*IDENTIFICATION	Footwear; shoes; boots; handbags
FILING BASIS	SECTION 1(b)
CORRESPONDENCE INFORMATION	
NAME	Kaitlyn Pan Group LLC
STREET	111 BEDFORD RD STE1
CITY	ARMONK

STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10504
*EMAIL ADDRESS	uspto@trademarks411.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Jing Li/
SIGNATORY'S NAME	Jing Li
SIGNATORY'S POSITION	Principal
SIGNATORY'S PHONE NUMBER	9144866546
DATE SIGNED	09/10/2019

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PTO Form 1478 (Rev 09/2006)

OMB No. 0651-0009 (Exp 02/28/2021)

Trademark/Service Mark Application, Principal Register

Serial Number: 88611397

Filing Date: 09/10/2019

To the Commissioner for Trademarks:

MARK: Rock'n Studs by Kaitlyn Pan (Standard Characters, see [mark](#))

The literal element of the mark consists of Rock'n Studs by Kaitlyn Pan. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, Kaitlyn Pan Group LLC, a limited liability company legally organized under the laws of New York, having an address of
111 BEDFORD RD STE1
ARMONK, New York 10504
United States
uspto@trademarks411.com

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 018: Footwear; shoes; boots; handbags

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

The applicant's current Correspondence Information:

Kaitlyn Pan Group LLC
111 BEDFORD RD STE1
ARMONK, New York 10504
uspto@trademarks411.com (authorized).

Email Authorization: I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

☒ **Basis:**

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and

- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- ☒ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- ☒ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☒ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Jing Li/ Date: 09/10/2019

Signatory's Name: Jing Li

Signatory's Position: Principal

Payment Sale Number: 88611397

Payment Accounting Date: 09/10/2019

Serial Number: 88611397

Internet Transmission Date: Tue Sep 10 16:29:02 EDT 2019

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Rock'n Studs by Kaitlyn Pan